

BENJAMIN MITCHELL FAMILY HISTORY

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OCTOBER 2017

Benjamin Mitchell Family History

PREFACE

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

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

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Benjamin Mitchell Family History

Benjamin Mitchell was born in 1820 in Devonshire, England. By 1850 he had married, moved to Hancock, Md. and had two children.

On Sept. 20, 1847, in consideration of \$260, Jacob & Harriet Snively sold Lot No. 11 in Hancock, Md. to Benjamin Mitchell, with all the appurtenances, structures and improvements thereon erected.¹ This probably became the home place for the Mitchell family.

On Nov. 23, 1849, Benjamin and James Mitchell loaned David Hergesheimer \$300 using the canal boat “Jacob Snively” as collateral.² In the actual Bill of Sale, attached, the name of the boat was not given, however, it was found in the register of boats: Alexandria Canal 1844-1851,³ as hailing out of Point of Rocks, captained and owned by David Hergesheimer, although that reference does not specify when in that bracket of years, 1844-1851, the boats traversed the Alexandria Canal. We found that in 1850 the canal boat Jacob Snively arrived in Georgetown at least six times from Harper’s Ferry or Point of Rocks, bringing flour or pig iron.⁴ We also found the canal boat “J. Snively” was registered on 4/1/1851, hailing from Point of Rocks, Class C, 89’ long, 14’-4” beam, 13” draft unloaded, 50” draft loaded, owned by David Hergesheimer, Frederick County.⁵ That was the only canal boat found, owned by David Hergesheimer. So, we have to conclude that David Hergesheimer did pay off the \$300 loan and we have the correct canal boat named in the Bill of Sale. We did find that the canal boat “J. Snively” departed Cumberland at least ten times in 1851⁶ supporting the possibility the loan was paid off.

The following month, on Oct. 23, 1849, in consideration of \$275, David and Mary Ann Mann sold 86+ acres to Benjamin and James Mitchell.⁷

The 1850 census listed Benjamin Mitchell, age 30, a Boat Builder, living in Hancock, Md.⁸ Living with him were: Sarah E., age 24, wife; William D., age 2 son; Benjamin, age 6/12, son; and William Stillwell, age 16, no relation given.

In consideration of \$100, James Mitchell purchased Lot No. 22 in the Town of Hancock, on Feb. 7, 1851 from Lydia Davenport.⁹

The canal boat *Grampus* was registered on 4/16/1851, hailing out of Hancock, Md., Class C, 88’ long, 14’-4” beam, 10” draft unloaded, 54” draft loaded, and owned by P. Broderick, Washington Co., Md.¹⁰ In 1851 the *Grampus* made at least five trips from Hancock to Georgetown carrying wheat and flour.¹¹ One record was found for the *Grampus* arriving in

¹ Washington County Courthouse, Hagerstown, MD, Deed Book IN 2, p. 802, 9/23/1847.

² Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, p. 623, 11/30/1849.

³ *ALEXANDRIA CANAL* 1844-1851, available from www.candocanal.org/histdocs/index.html.

⁴ *Canal Trade – 1849 - 50*, available from www.candocanal.org/histdocs/index.html

⁵ *BOAT REGISTRY* 1851-1861, available from www.candocanal.org/histdocs/index.html.

⁶ *Canal Trade – 1852*, available from www.candocanal.org/histdocs/index.html

⁷ Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, p. 624, 11/30/1849.

⁸ 1850 Census, Maryland, Washington County, District 2, enumerated on 8/15/1850, p. 126.

⁹ Washington County Courthouse, Hagerstown, MD, Deed Book IN 6, p. 654, 4/11/1852.

¹⁰ *REGISTERS ISSUED TO BOATS TO NAVIGATE THE CHESAPEAKE AND OHIO CANAL, 1851-61*, available from www.candocanal.org/histdocs/index.html.

¹¹ *Canal Trade – 1851*, available from www.candocanal.org/histdocs/index.html.

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Georgetown on 3/25/1852 from Hancock with flour, &c.¹² No record was found for trips in 1853 and subsequent years. Then on 6/7/1854 it was registered with the same characteristics, owned by Benjamin Mitchell, of Hancock, Md.¹³ This canal boat was not found in the 1862-69 register.

On Sept. 12, 1851, William Grove, in consideration of \$800, bought a new canal boat, unnamed, from Benjamin and James Mitchell.¹⁴ The installment payment schedule was given in the mortgage. We find that on 9/19/1851 the canal boat G. W. Grove was registered as hailing out of Dam No. 4, Class C, 90' long, 14'-6" beam, 12" draft unloaded, 64" draft loaded, owned by William D. Grove of Dam No. 4.¹⁵ Then the canal boat was re-registered on 12/2/1851, hailing out of Chaney's Lock, and owned by W. Grove, Washington County, Md. This is probably the canal boat bought on 9/12/1851. We did find the canal boat "G. W. Grove" arrived in Georgetown at least thrice in 1851.¹⁶

Mr. Grove had problems paying off his eight single notes of \$100 each, all dated Sept. 12, 1851; by March 3, 1853 he had gotten the balance due down to \$370.93 and he had to take a replacement mortgage for the balance.¹⁷ While the boat was said to be in the possession of Benjamin & James Mitchell, at Hancock, Mr. Grove must have continued to operate it to pay off the debt.

At a meeting of the Whigs of District No. 5, on Saturday, Sep. 17, 1853, twenty delegates were chosen to represent the District in a County Convention, to be held in Hagerstown, on Tuesday, 27th inst. Benjamin Mitchell was one of the named delegates.¹⁸

The canal boat "John T. Rowland" was registered on 6/8/1855, hailing out of Hancock, Md., Class C, 91' long, 14'-6" beam, 12" draft unloaded, 60" draft loaded, and owned by Benjamin Mitchell, Hancock, Md.¹⁹ But then on Sept. 11, 1856, Benjamin Mitchell, in consideration of \$900, sold the canal boat "John T. Rowland" to the Cumberland Coal & Iron Co.²⁰ It was then registered on 9/20/1856 with the same characteristics, owned by the Cumberland Coal & Iron Co. of Cumberland, Md.²¹ Later that year, on Oct. 1, 1856, in consideration of \$400, John T. Rowland sold three mules and their boat harness to Benjamin Mitchell.²² This canal boat was not found in the 1862-69 register.

On April 14, 1857, Benjamin & Ellen Mitchell sold their house & lot on the east end of Hancock for \$75 to Jacob Frey.²³ The deed was drawn and registered on the same day, suggesting some urgency. Back on Oct. 1, 1856, John T. Rowland had given Benjamin Mitchell a note valued at

¹² *Canal Trade – 1852*, available from www.candocanal.org/histdocs/index.html

¹³ *REGISTERS ISSUED TO BOATS TO NAVIGATE THE CHESAPEAKE AND OHIO CANAL, 1851-61.*

¹⁴ Washington County Courthouse, Hagerstown, MD, Deed Book IN 6, p. 289, 10/1/1851.

¹⁵ *REGISTERS ISSUED TO BOATS TO NAVIGATE THE CHESAPEAKE AND OHIO CANAL, 1851-61.*

¹⁶ *Canal Trade – 1851*, available from www.candocanal.org/histdocs/index.html

¹⁷ Washington County Courthouse, Hagerstown, MD, Deed Book IN 7, p. 412, 3/7/1853.

¹⁸ *Herald of Freedom & Torch Light*, Hagerstown, Md., newspaper, Wednesday, 9/21/1853, p. 2.

¹⁹ *REGISTERS ISSUED TO BOATS TO NAVIGATE THE CHESAPEAKE AND OHIO CANAL, 1851-61.*

²⁰ Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, p. 111, 9/16/1856.

²¹ *REGISTERS ISSUED TO BOATS TO NAVIGATE THE CHESAPEAKE AND OHIO CANAL, 1861-61.*

²² Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, p. 187, 10/20/1856.

²³ Washington County Courthouse, Hagerstown, MD, Deed Book IN 11, p. 696, 4/14/1857.

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\$400 with a promise to pay a trippage fee on each trip with the canal boat “John T. Rowland.”²⁴ But Mr. Rowland had only paid \$40 on the debt by March, 1857 and so a mortgage was recorded for the remaining \$360, with interest. On the same day, April 25, 1857, the mortgage was assigned to Joseph Murray. It appears that Mr. Rowland was using his own three mules with the canal boat “John T. Rowland,” owned by the Cumberland Coal and Iron Co., to pay off purchase money for the three mules.

The 1860 census listed Benjamin Mitchell, age 41, a Boat Builder, with real estate valued at \$2,000 and a personal estate valued at \$400, living in Hancock, Md.²⁵ Living with him were: [Sarah] Ellen, age 36, wife; [William] David, age 12, son; Benjamin, age 10, son; John, age 8, son; Richard, age 5, son; Johnson, age 2, son; and Susan Mitchell, age 25, no relation given; and Isaiah Ribman, age 21, a carpenter, no relation given.

Based on a 1904 newspaper article about Benjamin Mitchell, Jr., the family removed from Hancock in 1860, after the census was taken, to Canada, returning three years later, in 1863 and Benjamin Mitchell, Sr. resumed boatbuilding.

The Civil War began on April 12, 1861.

On Jan. 4, 1862, Gen. Jackson and his Confederate army moved opposite Hancock, Md., and lobbed artillery rounds into the town. Union Brig. Gen. Frederick W. Lander hurried to Hancock. Gen. Jackson sent Turner Ashby over the river under a flag of truce, to demand a surrender of Hancock. Gen. Lander refused. Gen. Jackson allowed civilians to depart Hancock and then began an artillery barrage. Approximately 100 rounds were exchanged, some of which damaged St. Thomas Episcopal Church. Gen. Jackson withdrew the following day.

On Jan. 8, 1862, Union Brig. Gen. Alpheus S. Williams arrived to relieve Gen. Lander. He brought 6,000 Union soldiers which were quartered in homes, churches and public buildings. As additional soldiers arrived, they were housed in barns and canal boats, in winter quarters.

During the Civil War, the canal boat “G. Brent,” owned by Benjamin Mitchell, valued at \$1,000 was seized on Feb. 16, 1862 and held at Georgetown.²⁶ On March 18, 1862 the funeral service for a 26 year old man named William Henline, from Quincy, was held at Benjamin Mitchell’s house. Mr. Henline’s burial was in St. Thomas Church cemetery. The church had been damaged in January 1862 during the brief ‘Battle of Hancock’ and thus may be why the funeral services were held elsewhere.²⁷

On or about July 30, 1864, Brig. Gen. John McCausland proceeded to Hancock and demanded a ransom of \$30,00. Before McCausland collected any money, Federal Brig. Gen. William W. Averell arrived and chased McCausland’s troops out of town, which plundered the stores facing the canal, burned bridges and canal boats, and felled trees to slow Gen. Averell’s men.

²⁴ Washington County Courthouse, Hagerstown, MD, Deed Book IN 11, p. 723, 4/27/1857.

²⁵ 1860 Census, Maryland, Washington County, Hancock District, enumerated on 9/16/1860, p. 155.

²⁶ *C&O Canal Resource Study*, Unrau, Chapter 11, C&O Canal During the Civil War, p. 779.

²⁷ *St. Thomas Episcopal Church* records found by Tracy Salvagno, Hancock, Md. 7/20/2017.

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The Civil War ended on April 9, 1865.

In consideration of \$500, Benjamin Mitchell purchased from Sarah Jenkins one half of lot No. 12 in the town of Hancock on April 12, 1869.²⁸

Later that year, on Dec. 7, 1869, E. G. Bartlett borrowed \$62 from Benjamin Mitchell and Denton Brewer, using some personal property as collateral.²⁹ Mr. Bartlett had until Aug. 18, 1870 to repay the loan.

The 1870 census listed Benjamin Mitchell, age 52, a Boat Builder, with real estate valued at \$3,000 and a personal estate valued at \$1,200, living in Hancock, Md.³⁰ Living with him were: Ellen, age 44, wife; David, age 21, son, a Boat Builder; Benjamin, age 20, son, a Boat Builder; John S., age 17, son, a Boat Builder; and Richard, age 15, son, a Boat Builder.

Benjamin Mitchell, in consideration of \$1,500, sold the canal boat *Noble Grand* to William McKalvey on April 13, 1871.³¹ McKalvey was to make \$30 installment payments on each trip from Cumberland to Alexandria, Georgetown or Washington City until the entire purchase money, with interest, was paid. We did find that the *Noble Grand* departed Cumberland at least eight times in 1873.³² And we found the *Noble Grand* departed Cumberland at least seven times in 1874.³³ Presumably the mortgage was paid off. This boat was not listed in the Jan. 1st 1878 Register.

During the 1870's Benjamin Mitchell was busy building canal boats. In 1870, he delivered the *Fonrose Bowers* to Edward Bowhay, who captained the boat. In 1871, he built the *Daniel A. Carl*, which was captained by Philip Little and Mr. Mitchell retained ownership. In 1872, he delivered *Johnnie & Frankie* to John H. Gatrell, who captained the boat. The canal boat *Pattie Dunlop* was captained and owned by Andrew Snyder, built by Benjamin Mitchell in 1873.³⁴ 1874 was especially busy with the delivery of the *Thomas Sammon* to Joseph Harrison (Bell Harrison was the listed captain); the *Abraham Kuhn* to Solomon Overcash, who was also the captain; the *James N. Cover* to John Starliper, who was also the captain; and the *Busy Bee*, to John Dolan, who was also the captain. Then in 1875, he built the steam canal boat *Hancock* and retained ownership, his son, Richard J. Mitchell, was the captain. And the *Tommy & Nellie* built in 1876 for Philip Little, who was also the captain.³⁵ Mortgages for those boats have not been found; if they were bought for cash there would be no mortgage.

We digress to provide thumbnail sketches of the several boat buyers to view Benjamin Mitchell's clientele.

²⁸ Washington County Courthouse, Hagerstown, MD, Deed Book McKK 2, p. 12, 10/8/1869.

²⁹ Washington County Courthouse, Hagerstown, MD, Deed Book McKK 2, p. 444, 4/20/1870.

³⁰ 1870 Census, Maryland, Washington County, Hancock, enumerated on 6/18/1870, p. 9.

³¹ Washington County Courthouse, Hagerstown, MD, Deed Book McKK 4, p. 204, 4/29/1871.

³² *Canal Trade – 1873*, available from www.candocanal.org/histdocs/index.html

³³ *Canal Trade – 1874*, available from www.candocanal.org/histdocs/index.html

³⁴ *REGISTER OF BOATS EMPLOYED ON THE CANAL, January 1, 1878.*

³⁵ *REGISTER OF BOATS EMPLOYED ON THE CHESAPEAKE AND OHIO CANAL, Jan. 1st 1878.*

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The 1870 census reported an Edward Bowey [Bowhay] age 23, a boatman, was living in Hancock with Thomas Hughes, age 25, a boatman, and his family.³⁶ Thomas Bowey [Bowhay] age 15, a boatman, also lived with the Thomas Hughes family. We can affirm that the *F. R. M. Bowers* made at least eleven trips to Georgetown in 1873.³⁷ The canal boat *Fonrose Bowers* was undoubtedly named after Fonrose Bowers, a 38 year old canal boatman living in Sharpsburg.³⁸

The 1870 census reported Philip Little, age 23, a boatman, with a personal estate valued at \$850, living with his parents, Thomas & Mary Little, in Hancock.³⁹ Thomas Little, age 65, a boatman, had real estate valued at \$1,500 and a personal estate valued at \$2,000. During 1873 we found that the canal boat *Daniel A. Carl* made at least thirteen trips, indicating Philip Little was active in freighting coal for Mr. Mitchell.⁴⁰ The canal boat *Daniel A. Carl* was probably named after Daniel A. Carl, age 29, a saddler with real estate valued at \$4,000 and a personal estate valued at \$100, who lived in Hancock.⁴¹ By 1875, Daniel A. Carl owned a Livery Stable in Hancock.⁴²

The 1870 census reported a John Henry Gatrell, Sr., age 39, a Boatman on the Canal, with real estate valued at \$1,200 and a personal estate valued at \$800, living in Bakersville.⁴³ While Bakersville was his Post Office, the J. H. Gatrell residence was adjacent to the canal. The canal boat was named *Johnnie & Frankie*; not after the children of John Gatrell nor of Benjamin Mitchell.

The 1870 census listed Joseph Harrison age 48, a Magistrate, with a personal estate valued at \$625, living in Millstone Point.⁴⁴ His son, Bell Harrison, age 19, a boatman, was living in the home, as well as: Lafayette Eichelberger, age 25; Lewis Eichelberger, age 24; and Samuel Eichelberger, age 20, all boatmen. The record shows that Joseph Harrison bought the canal boat *Thomas Sammon* in 1874; however, no records have been found of the boat being used in 1874 and only once in 1875. In 1876 the boat was used twelve times with Capt. Harrison on ten of the trips. In 1877, Capt. Harrison took the boat eleven times and Capt. Kenner three times. Only one record of the boat, with Capt. Harrison, was found in 1878. The origin of the boat name, *Thomas Sammon*, has not been found.

The 1870 census reported Solomon Overcash, age 44, a boatman, with real estate valued at \$850, a personal estate valued at \$800, living in Clearspring.⁴⁵ The record shows that Solomon Overcash bought the canal boat *Abraham Kuhn* in 1874; however, no trips were found for 1874 and only two trips in 1875. Then the record shows that Capt. Overcash, exclusively, took the boat eight times in 1876 and fifteen times in 1877. But in 1878, Capt. Sterling took the boat fifteen times and Capt. Hassett once, suggesting a change in ownership. The canal boat,

³⁶ 1870 Census, Maryland, Washington County, Hancock, enumerated on 6/17/1870, p. 4.

³⁷ *Canal Trade – 1873*, available from www.candocanal.org/histdocs/index.html

³⁸ 1870 Census, Maryland, Washington County, Sharpsburg, enumerated on 8/4/1870, p. 25.

³⁹ 1870 Census, Maryland, Washington County, Hancock, enumerated on 6/21/1870, p. 18.

⁴⁰ *Canal Trade – 1873*, available from www.candocanal.org/histdocs/index.html

⁴¹ 1870 Census, Maryland, Washington County, Hancock, enumerated on 6/22/1870, p. 22.

⁴² *Boyd's Business Directory of the State of Maryland, 1875*, p. 30.

⁴³ 1870 Census, Maryland, Washington County, District 12, enumerated on 6/24/1870, p. 28.

⁴⁴ 1870 Census, Maryland, Washington County, District 15, enumerated on 6/24/1870, p. 3.

⁴⁵ 1870 Census, Maryland, Washington County, Clearspring, enumerated on 8/31/1870, p. 11.

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Abraham Kuhn, was probably named after Abraham Kuhn, age 26, a miller, with a personal estate valued at \$4,000, and living in Clearspring also.⁴⁶

The 1870 census listed John Starliper, age 28, a farm laborer, living in Millstone Point.⁴⁷ The record shows that John Starliper bought the canal boat *James N. Cover* in 1874, however, we have not found a record of its activity on the canal until 1877. In 1876, Capt. Starliper took the canal boat *Baltimore* down the canal at least 10 times.⁴⁸ In 1877 Capt. John Starliper took the canal boat *Baltimore* down the canal on 3/30/1877 and then, for the balance of the year, he captained the canal boat *James N. Cover* at least ten times.⁴⁹ In 1878, the canal boat *J. N. Cover* had thirteen trips down the canal with a variety of captains, none of whom were Capt. Starliper. The trail goes cold. The canal boat, *James N. Cover*, was probably named for James N. Cover, age 36, a boatbuilder, living in Hancock;⁵⁰ possibly working for Benjamin Mitchell.

The 1870 census reported John Dolan, age 27, a boatman, with a personal estate valued at \$500, and living in Indian Spring.⁵¹ He and his wife, Josephine, were living with Dennis Cain, age 46, a farmer. The record shows that John Dolan bought the canal boat *Busy Bee* in 1874; and it had three trips in that year. No record of the *Busy Bee* has been found for 1875. In 1876, Capt. Higgs took the *Busy Bee* on its first trip, on 6/3/1876, then Capt. John Dolan took it for the next 4 trips. Capt. John Dolan took the boat on all nine trips in 1877. In 1878, the *Busy Bee* had fifteen trips with Capt. John Dolan on twelve of them. The origin of the canal boat name, *Busy Bee*, has not been found.

In summary, it appears that Benjamin Mitchell's clientele were all residents of Washington County, and the boats were typically named after prominent men in the community. The boats were active in hauling coal.

In consideration of \$1,000 Benjamin Mitchell bought 100 acres from Robert Bridges, Trustee, on Jan. 26, 1871.⁵²

On July 28, 1873, in consideration of \$475, Charles H. Andrews purchased four mules from Benjamin Mitchell.⁵³ The trippage was \$20 per trip until the purchase money with interest was paid. Then on Aug. 1, 1873, in consideration of \$1,800, David Lewis Beard bought the canal boat "Daniel S. Carl" from Benjamin Mitchell.⁵⁴ The trippage was \$40 per trip until the purchase money with interest was paid.

⁴⁶ 1870 Census, Maryland, Washington County, District 4, enumerated on 9/7/1870, p. 43.

⁴⁷ 1870 Census, Maryland, Washington County, District 15, enumerated on 6/29/1870, p. 12.

⁴⁸ *Canal Trade – 1876*, available from www.candocanal.org/histdocs/index.html.

⁴⁹ *Canal Trade – 1877*, available from www.candocanal.org/histdocs/index.html.

⁵⁰ 1870 Census, Maryland, Washington County, Hancock, enumerated on 6/18/1870, p. 8.

⁵¹ 1870 Census, Maryland, Washington County, District 15, enumerated on 7/8/1870, p. 33.

⁵² Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p. 332, 4/29/1872.

⁵³ Washington County Courthouse, Hagerstown, MD, Deed Book McKK 6, p. 31, 8/4/1873.

⁵⁴ Washington County Courthouse, Hagerstown, MD, Deed Book McKK 6, p. 30, 8/4/1873.

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Oldest son, William D. Mitchell, in consideration of \$300, bought the back half of lot No. 31 in Hancock, from Racheal and Arthur Davey, of Cumberland, on Sept. 1, 1874.⁵⁵ He would have been about 26 years of age.

On April 23, 1875, Benjamin Mitchell, in consideration of \$1,500, bought a tenement house in Hancock from John M. and Elizabeth Hedding, of Bedford, Pa.⁵⁶ Reading the deed, it appears that Mr. Mitchell paid the \$1,500 in cash just prior to the signing of the deed.

On April 8, 1876, Benjamin Mitchell & Sons launched their first steam canal boat, called *Hancock*.

In Aug. 1876, a newspaper reported: “**Patents Obtained** – A Washington Correspondent of the Baltimore *American*, gives the following among the patents issued last week to Marylanders. Abraham Huflet, of Hagerstown, improvement in potato mashers, and Benjamin Mitchell, of Hancock, improvement in mechanisms for raising and lowering propellers.”⁵⁷

It appears that on March 7, 1874, Benjamin Mitchell and his son, William D. Mitchell, borrowed \$450 from James B. Ditto, which by Dec. 1, 1876 had accrued to \$527.40, with interest. Benjamin and Ellen Mitchell put up their tenement house as collateral on a new loan for \$527.40 on Feb. 13, 1877, due on Feb. 13, 1879.⁵⁸ Then on Set. 24, 1879, James B. Ditto, in consideration of \$500, assigned the mortgage to the Hancock Building and Loan Association No. 2; indicating that Benjamin & Ellen Mitchell had not paid off the mortgage. But on Feb. 25, 1884, the Hancock Building and Loan Association No. 2 did release the mortgage; it taking an extra five years to pay off the mortgage, with interest.

In 1878, a newspaper reported: “**Election of Vestrymen** – On Easter Monday the voters of the different Episcopal congregations of the county met at their several churches and in accordance with terms of the Act of Assembly, voted out four of the older Vestrymen and elected four new ones to fill their places.

“The following is a list of them as now constituted for several of the churches.

“*St. Thomas’ Church, Hancock* – Rev. G. P. Williams, Rector, John J. James, James B. Ditto, Charles W. Henderson, Benj. Mitchell, Sr., Martin L. Moudy, A. A. Swingle, John Steigers, V. W. Gayle, M. D. Wardens – Charles W. Henderson, James B. Ditto. – *Mail*”⁵⁹

Oldest sons William D. Mitchell and Benjamin Mitchell, Jr., bought their first property, 165 acres in consideration of \$262.50, on Feb. 10, 1879 from George Schley and Lewis C. Smith, Trustees, for the estate of William R. Smith.⁶⁰ The property was in Indian Spring District. Perhaps the first deed was deficient in some manner because the same property was bought again for the same price from Samuel & Maria L. Beard, she being an heir of William R. Smith.⁶¹

⁵⁵ Washington County Courthouse, Hagerstown, MD, Deed Book 74, p. 10, 11/24/1874.

⁵⁶ Washington County Courthouse, Hagerstown, MD, Deed Book 74, p. 523, 7/25/1876.

⁵⁷ *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 8/16/1876, p. 2.

⁵⁸ Washington County Courthouse, Hagerstown, MD, Deed Book 75, p. 232, 2/27/1877.

⁵⁹ *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 5/1/1878, p. 2.

⁶⁰ Washington County Courthouse, Hagerstown, MD, Deed Book 77, p. 438, 2/12/1879.

⁶¹ Washington County Courthouse, Hagerstown, MD, Deed Book 78, p. 276, 8/21/1879.

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Only a week later, Benjamin and Eleanor Mitchell, in consideration of \$1,500, sold their Lot No. 21 in the Town of Hancock, to John S. Hancock.⁶²

The 1880 census reported Benj. Mitchell, age 63, a Boat Builder, living in Hancock.⁶³ Living with him were: Eleanor, age 53, wife; William D., age 31, son, a Boat Builder; Richard, age 25, a Boat Builder; Denton Mellott, age 17, cousin, a Boat Builder; and Elsie Mellott, age 15, cousin, Cooks in the family. In the next house lived Benj. Mitchell, Jr., age 30, a Boat Builder; and Florence, age 28, wife. After the census was taken, Eleanor Mitchell died on June 8, 1880, her obituary remains to be found.

In January 1881, a newspaper reported: “On New Year’s eve. the Knights of Pythias had an oyster supper, in Hixon’s Hall, at which most of the order were present, accompanied by their wives and lady friends. The whole affair proved a success. Mr. P. A. Lawson was master of ceremony, toasts were responded to by Dr. Wm. H. Perkins, W. D. Mitchell and others, the music was furnished by Mr. Benj. Mitchell, Jr., and several vocal pieces by Mr. Thomas Hughes.”⁶⁴

Someone noticed that the deed for the tenement in Hancock was not recorded properly and thus the entire instrument of writing was re-recorded on July 15th 1882.⁶⁵ Notice that Elizabeth Hedding had to be re-examined separate and apart from her husband on July 10, 1882. A comparison of the two deeds will reveal the several sentences omitted in the first recording; a miss-recording never before seen by this writer. On July 11, 1882, Benjamin Mitchell, widower, in consideration of \$1,500, sold the tenement house on Lot No. 21 to John S. Mitchell.⁶⁶ On the same day, John S. and Clara M. Mitchell, in consideration of \$1,075, sold the tenement house to Charles W. Henderson, in Allegany County.⁶⁷

On Dec. 30, 1882, William D. Mitchell, in consideration of \$430, sold the North half of Lot No. 31 in Hancock, to Samuel Rinehart, also of Hancock.⁶⁸ We suspect that after the sale, W. D. Mitchell removed to Salina, Kansas as we will see shortly.

Recall that Benjamin Mitchell’s first wife had died in 1880. Now we find out that he re-married and that his second wife’s name was Mary C. as evidenced by the deed wherein they sold a lot of ground, in consideration of \$120, to the Board of County School Commissioners of Washington County.⁶⁹ Benjamin Mitchell’s obituary says the couple moved to Everett, Pa. in 1881, however, since they still owned property in Hancock they could claim residency for this 1884 deed.

Benjamin and Mary C. Mitchell married on Sept. 4, 1882; it was a second marriage for both. Mary C. Austin had previously married Thomas S. Cornelius on Feb. 26, 1861 and he subsequently died on Jan. 28, 1879, in New Albany, Indiana. On July 10, 1885, in consideration

⁶² Washington County Courthouse, Hagerstown, MD, Deed Book 78, p. 289, 8/28/1879.

⁶³ 1880 Census, Maryland, Washington County, Hancock, enumerated on 6/18/1870, p. 33.

⁶⁴ *The Herald and Torch Light*, Hagerstown, Md., newspaper, Wednesday, 1/12/1881, p. 3.

⁶⁵ Washington County Courthouse, Hagerstown, MD, Deed Book 83, p. 34, 7/15/1882.

⁶⁶ Washington County Courthouse, Hagerstown, MD, Deed Book 83, p. 35, 7/15/1882.

⁶⁷ Washington County Courthouse, Hagerstown, MD, Deed Book 83, p. 36, 7/15/1882.

⁶⁸ Washington County Courthouse, Hagerstown, MD, Deed Book 83, p. 383, 1/18/1883.

⁶⁹ Washington County Courthouse, Hagerstown, MD, Deed Book 86, p. 300, 10/1/1884.

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of \$1,500, Benjamin and Mary C. Mitchell sold their Lot No. 11, in Hancock, to Charles W. Henderson.⁷⁰ The improvements included a two story brick house, a one story log house and a saw mill. The property had been used by Mitchell in the boat building business.

Benjamin Mitchell, Jr. and Anne Boyd (unrelated), together had purchased 160 acres from John L. McAtee, trustee. They agreed to split the property with Benjamin Mitchell, Jr. having 30+ acres and Anne Boyd the remainder. Then Martin L. Peck bought the 30+ acres from Benjamin Mitchell, Jr. A new deed or assurance was issued for the 30+ acres, signed by Benjamin and Flora Mitchell; thus, she let go of her dower rights to the land.⁷¹ John L. McAtee did issue a deed disclosing additional details of the Cause.⁷²

Benjamin Mitchell, Sr. became indebted and borrowed \$250 from P. T. Little, of Hancock, in 1886, putting the "Round Top Farm" up as collateral.⁷³ The debt was to be paid by Sept. 1, 1889; however, it was not paid until Oct. 18, 1904. Because Benjamin Mitchell, Sr. died on or about April 25, 1904, we surmise that the debt was paid out of the estate.

On or about Jan. 12, 1890, a double wedding was held in Hancock; Mr. Benj. Mitchell and wife were among the guests.⁷⁴ And on Apr. 7, 1890, William D. Mitchell, age 39, married Anna Cora Walker, age 22, in Salina, Kansas.⁷⁵ She was born in Illinois and no record of her move to Kansas has been found. They had six children, all born in Kansas, and no record of their return to Hancock has been found. We have included what family information could be readily found in the table of statistics at the end of this report, however, in the absence of any further involvement with the Hancock branch of the family we leave development of their family history to others.

The Hagerstown Board of Supervisors appointed Judges and Clerks for the November, 1891, elections. For District No. 5, Benj. Mitchell was appointed Judge.⁷⁶

In 1893, under **Hancock Happenings** a newspaper reported: "Says the Hancock Star: Last week, Mr. Benj. Mitchell, Jr., sold to Rev. Wm. M. Cross for use in his church at Friendship, a handsome organ for \$140."⁷⁷

A 1894 newspaper reported that the Tuesday Evening Progressive Euchre club was delightfully entertained last night by Mr. and Mrs. Charles Comstock, at the Windsor Hotel. Mr. and Mrs. Benj. Mitchell were present.⁷⁸

⁷⁰ Washington County Courthouse, Hagerstown, MD, Deed Book 87, p. 622, 7/14/1885.

⁷¹ Washington County Courthouse, Hagerstown, MD, Deed Book 88, p. 2, 8/18/1885.

⁷² Washington County Courthouse, Hagerstown, MD, Deed Book 88, p. 3, 8/18/1885.

⁷³ Washington County Courthouse, Hagerstown, MD, Deed Book 89, p. 449, 9/25/1886.

⁷⁴ *The Baltimore Sun*, Baltimore, Md., newspaper, Thursday, 1/12/1890, p. 4.

⁷⁵ *Kansas, County Marriages, 1811-1911*, Ancestry.com.

⁷⁶ *The Herald and Torch Light*, Hagerstown, newspaper, Thursday, 10/15/1891, p. 3.

⁷⁷ *The Herald and Torch Light*, Hagerstown, newspaper, Thursday, 6/22/1893, p. 6.

⁷⁸ *Cumberland Evening Times*, Cumberland, newspaper, Wednesday, 1/3/1894, p. 5.

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In 1896, a newspaper listed Benj. Mitchell, Jr., was one of the most active silver advocates which was a Republican issue.⁷⁹

The 1900 census reported W. D. Mitchell, age 48, married, a Granulator Agent, living in Salina, Kansas.⁸⁰ Living with him were: Anna C., age 32, wife; Elenore, age 9, daughter; Bernice, age 7, daughter; Edith, age 4, daughter; William, age 3, son and [Ruth A.], age 0, daughter. At the time of the 1900 census, Ruth A. Mitchel was identified as Baby Mitchell, having just been born the previous month.

The 1900 census reported Benjamin Mitchell, [Jr.], age 50, married 20 years, a piano agent, living in Hancock.⁸¹ Living with him was: Flora A., age 49, wife, married 20 years, never had children.

The 1900 census reported John W. Mitchell, age 47, married 18 years, a day laborer, living in Indian Spring, Md.⁸² Living with him were: Ann C., age 32, wife, married 18 years, she had 7 children, 6 of whom were then still living; William H., age 13, a day laborer; Elizabeth V., age 9, daughter; Olive V., age 7, daughter; Ruth P., age 4, daughter; Jesse R., age 2, son; and Lidia M., age 2, daughter. The last two were twins.

The following is a description of Hancock as viewed by a newspaper:⁸³ Hancock is a picturesque town and the most important point on the Baltimore and Ohio Railroad between Cumberland, Md., and Martinsburg, W. Va., a distance of 78 miles. Hancock is built on a series of gently undulating plateaus, commanding the Potomac river. Looking westward from the town, spurs of the Alleghanies can be seen. The view to the East gives the hazy outline of peaks of the Blue Ridge.

Romantic scenery abounds on all sides. Sulphur springs bubble from the earth at nearly every turn, ten or a dozen running brooks find their way to the Potomac, the mountains contain caverns and rocky eminences from which superb views are obtained and beautiful valleys, coursed by easy roads, all tell of some of the natural features of the country hereabouts. The Potomac offers splendid fishing and boating. It is dotted with finely shaded islands. One, which is reached by the stairway leading from the Hancock bridge, has been converted into a pretty park.

Hancock is only a four drive from Baltimore, three hours from Washington and six hours from Pittsburg. Cherry Run, W. Va., the junction of the Baltimore and Ohio and Western Maryland railroads, is nine miles east of Hancock. The residents of Hancock have an abiding faith in the future of the town. Its natural advantages have never been fully known, and a move is on foot to induce capital to come here. Hancock needs a large summer hotel. The town has many summer visitors, and it is assured would have scores where it now has only pairs were the accommodations provided. The hills about the town afford numerous sites, from any of which a sweeping view of the West Virginia Mountains and the Potomac Valley can be had.

⁷⁹ *The Baltimore Sun*, Baltimore, newspaper, Monday, 8/3/1896, p. 2.

⁸⁰ 1900 Census, Kansas, Salina County, Salina, enumerated on 6/6/1900, p. 6B.

⁸¹ 1900 Census, Maryland, Washington County, Hancock, enumerated on 6/2/1900, p. 2A.

⁸² 1900 Census, Maryland, Washington County, Indian Spring, enumerated on 6/1/1900, p. 1A.

⁸³ *The Baltimore Sun*, Baltimore, newspaper, Monday, 1/28/1901, p. 9.

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Old residents say that the perfume of the pine tops carried down from the mountains is conducive to longevity. "Lover's Leap" is a favorite legendary spot. It is a crowning point of the West Virginia hills, just northwest of the town, the ridge paralleling the road leading from Berkeley Springs, six miles distant. From here is a most romantic view of three States, with mountains and valleys; and the meandering Potomac, paralleled by the Baltimore and Ohio railroad. From most any hill about Hancock three States can be seen. The town is in the neck of Maryland, and in a half hour a person can visit West Virginia, Maryland and Pennsylvania.

Striated as it is on the Chesapeake and Ohio canal and the Old National road, its nearness to the coal regions makes fuel cheap. Coal is brought down from Cumberland by the boatload. Firewood is to be had in endless quantity. The cord-wood industry has been one of magnitude; within the past 10 years hundreds of acres have been cleared and thousands of cords of wood have been shipped. The wood is used largely in lime-burning. Pulp wood is also shipped from the town. Hancock is a great crosstie and hoop-pole center. It was once a prominent point for hogshead straps, which were shipped to Cuba. Peach growing is becoming a more important industry each year.

Important Business Town – It is said by persons who have looked into the matter that Hancock is the most important point for the transportation of farm products, barring cereals, between Baltimore and Chicago. The freight and express receipts at Hancock Station, Baltimore and Ohio railroad, aggregate \$100,000 a year. More business is done at Hancock Station than at all other points on the line between Martinsburg and Cumberland, including Berkeley Springs and Romney branches. The depot is in West Virginia, half a mile from the town, and is reached by an iron bridge over the Potomac.

The express business at Hancock Station during December last was the heaviest ever known. Hancock is the outlet of Fulton county, Pennsylvania, the only county in the State without a railroad. The town is often filled with farmers' wagons, some being drawn by oxen. An ox and a mule hitched side-by-side formed a unique combination seen on the street here. The town is a great trading point. Not a few of the farmers ship their products direct. Franklin county, Pennsylvania, a portion of eastern Allegany county, Maryland, and Morgan county, West Virginia, also contribute to the business of the town. The poultry consignments are the heaviest in the express line, Hancock being one of the greatest poultry points in the country. An idea can be gained as to the magnitude of the cordwood industry by the shipment of 1,000 carloads by Charles E. Jones alone in something over five years. There are several smaller shippers. The pulp wood industry, new in its incipiency here, is destined to become important. One dealer has about closed a contract to ship from here 500 cords to the mills at Luke, Md. Bark, cross-ties, hoop-poles, walnut logs and lumber are all conspicuous in the vast quantity of freight shipped from here. There are yet hundreds of acres of virgin forest. J. Taliaferro Bridges is the most extensive lumber manufacturer. He has had as many as seven mills in operation at one time, making all sorts of lumber, operating 14 teams, with 64 horses, and employing 100 men. He has a planing mill in Hancock.

A railroad has been projected from Hancock through Fulton county to McConnellsburg and the McConnellsburg and Potomac Railroad Company has been organized by citizens of Fulton county. The county has subscribed for \$25,000 of the capital stock of \$200,000.

Timber and Iron – It may not be known to all that the timber area of Fulton county is 161,000 acres in round numbers and the cleared area 103,000 acres – about 60,000 acres more of timber than cleared area. The quantity of bark, ties and lumber for different purposes that could be cut from the 160,000 acres of timber land would be hard to estimate closely, but can be

approximated. Persons of long experience in these matters estimate that there is an average of 30 tons of bark in the acre and that at least an average of 75 railroad ties to the acre could be cut. This would make the total bark product 8,500,000 tons and the total tie product over 12,000,000.

The iron ore is simply beyond estimating. That the quantity is enormous is well known and has been demonstrated time and again during the last half-century. That the quality is all right has been demonstrated by numerous analyses.

Cement Rock – The immediate country about Hancock is underlaid with cement rock, limestone that has analyzed as high as 23 percent, being the same as the famous Martinsburg product, and white sand.

The cement veins – four in number – begin at the Potomac river and outcrop at intervals for a distance of two miles. This is positively known. The rock is of the best sort. Limestone rock abounds everywhere. The whole of the west side of Tonoloway ridge is composed of the best white sand, such as is used in the manufacture of the better grades of glass. There is also plenty of iron ore, which at one time was mined. There still stand the ruins of an old furnace up Licking creek, a few miles above Hancock. In those days the pig iron was hauled to Hancock, the shipping point. There is also at Sir John's Run, six miles west, a bank of iron ore under a covering of from eight to ten feet that yields 33 percent. Several carloads of this ore were recently shipped to Dunbar, Pa., and the product was found so satisfactory that the furnace operators agreed to take 100 tons a day, but the means were not at hand to produce it.

Lewis Mizell is arranging to put in a berm at Dam No. 6, 10 miles west of Hancock, where he will operate an extensive lumber mill for the manufacture of timber from 1,000 acres which he purchased on the South Branch of the Potomac. There are four miles of slack water, and this is the first practical effort to utilize the timber of that vast underdeveloped section not reached heretofore.

Manufacturing Industries – While largely a rural community, with fine farms all around, Hancock is not devoid of manufacturing industries. The Round Top Cement Works, of Bridges & Henderson, three miles west of Hancock, have been in operation for many years, the hydraulic character of the rock having been discovered in 1837, when the Chesapeake and Ohio canal was building, and shortly thereafter the mill was erected. The present mill is a modern structure, with new machinery, having been built a few years ago to take the place of the structure destroyed by fire. It has a capacity of 300 barrels per day. This brand of cement is in ready demand and is much used in government work. Forty-five men are employed. James W. Ditto is general superintendent and James P. Hook is chemist and head miller. The rock is now being taken from three tunnels, equipped with new air compressors and drills and hoist engine and boiler. One of the veins now being mined is 10 feet, two feet wider than any of the old veins. The finished cement is carried across the river on a cable and loaded in the cars from a large warehouse on the West Virginia side. The Round Top veins continue into the adjoining lands of the heirs of Mrs. Rose Bowles, outcropping at many points, and for some time the erection of another cement mill has been contemplated.

The firm of Bridges & Henderson, composed of Robert Bridges and Charles W. Henderson, also conducts a general store in Hancock, having been in business for over 40 years. The elder members of the firm transferred the store over to their sons, J. W. Breathed Bridges and Ernest C. Henderson, over a year ago, but the elder members are still active in business.

The Hancock White Sands Works, operated by Pittsburg capital, are on land owned by Charles W. Henderson, located along the Baltimore and Ohio railroad in West Virginia, one and a half miles west of the town. William Noel is superintendent and 30 men are employed. The

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sand is used for manufacturing white glass. The output averages four cars a day. The Berkeley Sand Works, built by Robert Bridges, but operated by outside capital under lease, employ 30 men. The Keystone Sand Works, recently installed by J. Frank Fields, of Hancock, about three miles south of Hancock Station, at a cost of \$16,000, are growing into an important industry.

Hancock has improved greatly within 30 years. Nearly fifty homes have been built or remodeled in that time.

The Potomac Roller Mills, owned by Mrs. M. J. Mendenhall, Peter E. Dawson superintendent, have a daily capacity of 75 barrels. The "Silver Leaf" brand of flour is shipped extensively. Mr. Dawson has shown much public spirit in the development of Hancock.

The Hancock Foundry and Machine Works, William H. Dodson proprietor, make the celebrated Seylar plow and all kinds of castings, including canal lock works. Mr. Dawson conducts a hardware store and plumbers' supply store separately.

Frank Little conducts a stone quarry on the edge of town, is an ice dealer, has a steam mill for sawing firewood and is the town expressman.

The bridge connecting the town with West Virginia is composed of three spans and is nearly 1,000 feet long. It cost \$35,000 and is owned by the Hancock Bridge Company, J. Frank Fields president and Edmond P. Cohill treasurer. With the completion of this bridge, which succeeded a provincial ferry 10 years ago, the progress of the town has been marked.

The Hancock Bank was a later enterprise. It occupies a handsome new brick building. The total resources of the bank are \$94,397.67, and the individual deposits amount to \$73,887.19. The directors are Edmond P. Cohill, J. W. Breathed Bridges, William A. Bowles, Philip T. Little, William S. Cornelius, Dennis Morgret and J. Frank Fields. Edmond P. Cohill is president and John Stigers cashier.

The Western Union and Postal telegraph lines and the Chesapeake and Potomac long-distance telephone system pass through Hancock. Armstead A. Swingle, who is manager of the Western Union office, is also notary public.

The Star, the only newspaper, is a weekly which has been established 13 years. Miss Gertrude Summers is editor and proprietor and John T. Mason assistant manager. Mr. Mason is also an attorney at law and is associated with S. Rinehart Cohill in the real estate and insurance business.

The Light House, a large brick building, is the leading hotel. John M. Smith is proprietor. The Barton House is probably the oldest building in town and was a noted stopping place in staging times. The European House, with café, is operated by Charles W. Spangler.

Active Business Men – Edmond P. Cohill conducts a large general store in Hancock, where he has been active in business for 23 years. Mr. Cohill has done much to promote the town's growth. He owns three fine farms, two west of Hancock and one near Clearspring. Mr. Cohill is an extensive shipper of produce and his highest figures for various commodities will give an idea of the extent and value of Hancock trade. He has shipped in one year 2,000 barrels of apples, 60,000 dozens of eggs, 12,000 pounds of butter and 250 tons of buckwheat, the latter the famous Fulton county variety, which finds its way to California and Europe. He ships from 200 to 400 tons of sumac a year. In one month Mr. Cohill shipped three tons of chickens. Besides he deals in potatoes, wheat and other cereals.

Raphael E. Taney has been established in business since 1887, succeeding his brother, Brooke Taney, who opened in 1848. Mr. Taney owns the Rockdale flour mills, near Hancock. He is a general merchant and has one of the finest warehouses along the Chesapeake and Ohio canal. His ancestors were closely related to Chief Justice Roger B. Taney.

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James R. Smith is still an active business man at 80 years. He has been a merchant here for 43 years. Mr. Smith owns the fine Walnut Hill or Brent farm, near Hancock. It is historic ground. On it was built a blockhouse in which settlers sought refuge from Indians.

Capt. Leander H. Kuhn is one of Hancock's most prominent citizens. He owns the Light House and much other property. He is a Union veteran and conspicuous in Republican counties in Western Maryland.

J. Frank Fields, Baltimore and Ohio agent at Hancock, did much toward securing the bridge and bank for Hancock. His aim is ever to induce capital to locate here and develop the unlimited resources of this section. Mr. Fields owns a fine Potomac meadow farm and the Brooks, once the residence of Dr. James P. Broderick.

The Carl Block, owned by the heirs of Daniel A. Carl, Jr., is one of the leading business centers. It is occupied by Dr. James A. West, physician and druggist; Robert E. McKalvey, general merchant; and Charles E. Shives, confectioner. Carl's Hall, in the block, is the only public amusement room in the town. The Carl estate also owns the European Hotel.

Other leading business men of Hancock are: Isaac Conn, clothier and furnisher; Nathan Conn, dry goods, clothing and furnishings; A. Joffe, general store; W. David Myers, merchant tailor; A. J. Brown, painter and painters' supplies; Benjamin Mitchell, Jr., organs and pianos; J. D. Bootman, contractor and lumber dealer; J. D. Stotlemeyer, druggist and stationer; Frank R. Beard, harness store; Richey & Co., millinery and dry goods; George E. Hughes, fresh meats; J. W. Ried, jeweler, watchmaker and confectioner; James K. P. Grove, William E. Little, coal dealers; Philip T. Little, B. H. Davis, general merchants; G. M. Belt, photographer; Edgar B. Cornelius, B. Wolfkill, groceries; Dr. J. E. Diehl, dentist; John Coffman, R. B. Jones, tonsorial artists; Jerry Mason, marble yard; Dr. P. Elwood Stigers, physician and surgeon. Dr. Stiger was active in getting started the independent telephone system which connects the principal points in Fulton county with Hancock. The line also touches points in Franklin county, Pennsylvania. Its southern terminus is at Berkeley Springs, West Virginia.

Hancock is a town of progressive women. It is one of the few places that has a lady editor. Mrs. Mary J. Perkins is postmaster, assisted by her three daughters. From Hancock 43 star route offices in Pennsylvania are supplied. Mrs. Perkins has a most handsome residence. Miss Lulu Brooke successfully manages the Brooke Hotel. Other ladies in business are Mrs. Christina Adams, confectionery and bakery; Mrs. Mollie McKinley, grocery; Miss V. C. Ryan, Mrs. Kate Wiener and Mrs. Alice Widmeyer, milliners.

Educational and Religious – Hancock has a finely appointed public school building that cost \$6,000. The enrollment is 200. The school has a library of nearly 200 volumes, costing \$120, which was raised by the school during the past two years. Some of the books were donated. Prof. Maxwell Richards has made a most efficient principal. The assistants are W. D. Rowland, Miss Hattie E. Brady, Miss Mary Boswell and Miss Mary Thomas.

Hancock has five churches – St. Thomas Episcopal, St. Peter's Roman Catholic, Presbyterian, Methodist and African Methodist Episcopal. Hancock Circuit, Methodist Episcopal Church is about 25 miles long, and two pastors supply some eight or ten churches.

The corporation officials are: Burgess, W. David Myers, assistant burgess, Peter E. Lawson; commissioners, James W. Ditto, Edmund P. Cohill and J. W. Breathed Bridges; town sergeant and tax collector, Samuel D. Rhoades. The town has a lock-up.

Hancock is an historic town and is probably 150 years old. It is the seat of many prominent families. The records show that in September, 1797, a series of horse races took place on the river meadow at Hancock. During the Civil War, Stonewall Jackson bombarded the town

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in an unsuccessful attempt to dislodge Union soldiers. Hancock is peculiarly laid out, about 26 percent of its population of nearly 1,000 living on one street over a mile long. This street is a part of the old national pike.

The chief carpenter shop along the Chesapeake and Ohio canal, where scows, company boats and lock gates are built, is located here. John W. Burgess, who lives here, is supervising carpenter of the waterway.

In 1902, a newspaper had the following obituary: “**Death of Mrs. Susan Murray** – Cumberland, Md., June 15. Mrs. Susan Murray died yesterday at Hancock, Md., aged about 90 years. She was the widow of Joseph Murray, banker at Hancock. Her surviving children are: Mrs. H. Frank Heller, Mrs. Benjamin Mitchell, Miss Sue Murray, of Hancock, Mrs. Sarah J. Barnett, of Brunswick, Md., Mrs. John Resley, of Cumberland, and Hager Murray, of Hancock.”⁸⁴

The Circuit Court for Washington County, Judge Williams presiding, was to open on Feb. 9, 1903, at Hagerstown. Judge Williams excused a number of jurors, including Benjamin Mitchell, Jr., and drew alternates, one of which was P. T. Little of Hancock.⁸⁵

Later in 1903, Benjamin Mitchell, Democrat, was elected to the House of Delegates from Washington county.⁸⁶

A 1904 newspaper carried thumbnail sketches of candidates for office in Washington County. “**Benj. Mitchell, Jr., Democrat.** – Benjamin Mitchell, Jr., was born in Hancock, Md., in 1850 of English parentage. At the age of 10 years he removed with the family to Canada, returning three years later. At the age of 13 he began learning the boat-building business with his father at the old Mitchell boat dock, in Hancock. In 1881, he entered into a co-partnership with Peter E. Dawson, of Hancock, in the boat-building business, and continued in the same until the Johnstown flood in 1889, at which time the Chesapeake and Ohio canal was damaged to such an extent that boat-building was abandoned. He was appointed postmaster at Hancock under Cleveland’s second administration and served four years. His management of the post-office gave universal satisfaction and he is spoken of as one of the best postmasters Hancock ever had. He attended strictly to business and succeeded in pleasing every patron of the office. On the expiration of his term as postmaster he went into the retail music business, in which he has been very successful. In politics, he is one of the leaders of the Democratic party in his district and a worker in the party for the last 20 years.”⁸⁷ In May, he was elected one of twelve delegates to the Democratic State Convention.⁸⁸

Benjamin Mitchell, Sr. died in Everett, Pa. in 1904. His obituary read: “**Benjamin Mitchell** – Benjamin Mitchell, of Everett, died on Tuesday, aged 85 years. He was a native of Devonshire, Eng., but lived in this country for many years. The deceased was a pioneer boat builder of the Chesapeake and Ohio canal, conducting a large yard at Hancock. He moved to Everett in 1881.

⁸⁴ *Baltimore Sun*, Baltimore, newspaper, Monday, 6/16/1902, p. 9.

⁸⁵ *Baltimore American*, Baltimore, newspaper, Sunday, 2/8/1903, p. 10.

⁸⁶ *Baltimore American*, Baltimore, newspaper, Thursday, 11/5/1903, p. 2.

⁸⁷ *The Baltimore Sun*, Baltimore, newspaper, Monday, 1/4/1904, p. 10.

⁸⁸ *The Baltimore Sun*, Baltimore, newspaper, Wednesday, 5/25/1904, p. 2.

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He was twice married. His second wife and four children to his first wife survive him.”⁸⁹ He was buried in Saint Thomas Episcopal Church Cemetery, Hancock, Md. beside his first wife, and with two of his sons. Some time after her husband’s death, Mary C. Mitchell removed to Indianapolis, Indiana; she had been born in Elizabeth, Indiana.

Early in 1905 we read: “**NEW MASONIC TEMPLE** – The laying of the cornerstone of the Masonic Temple in Hancock took place this afternoon. Members of lodges from Hagerstown, Cumberland, Berkeley Springs, Williamsport and other places were present. The oration was delivered by Hon. George L. Wellington. The following officers took part in the ceremony: Past Master Benjamin Mitchell; marshal: Maxwell Richards, worshipful master: W. D. Myers, past master: A. A. Swingle, deputy master: R. C. Dawson, senior warden: John T. Mason, secretary: Emanuel Athey, treasurer: Henry B. Byers, senior deacon: George D. Smith, junior deacon: James G. Turner, steward: Roger Simmons, steward: Rev. John E. Ewell, chaplain: James R. Adams, Tyler: bearers of vessels containing corn, wine and oil, Raymond L. Henderson, Charles W. Myers and James R. Sutton.”⁹⁰

Some good news appeared later in 1905: “Mr. Benj. Mitchell, [Jr.] who has been confined to his home by a serious illness, is again walking the streets greeting his many friends.”⁹¹ Later that year he was again confined as noted: “**HANCOCK** – Mr. Benjamin Mitchell [Jr.] is confined to his bed with the enlargement of a vein close to the heart. He had an examination made at John Hopkins.”⁹² He must have recovered as we will see in his subsequent activities.

We read: “**Masonic Temple Company** – Masonic Temple Association of Hancock was incorporated with a capital stock of \$3,000, by Armistead A. Swingle, William D. Myers, Maxwell Richards, Benjamin Mitchell [Jr.] and Peter E. Dawson. The purpose of the association is to acquire real estate in Hancock for the use of Masons. The shares are to be held only by Masons, who are now building a temple at Hancock.”⁹³

Then in August of 1908 we read: “**Forming Bryan and Kern Club** – A Bryan and Kern Club was organized at Hancock on last Saturday night with 60 members and the following officers: President, Benjamin Mitchell; vice presidents, J. H. Kerns, J. P. Weller, Thomas Donagan; treasurer, J. C. Turner; secretary, John Thompson Mason.

The 1910 census listed Benjamin Mitchell, age 60, a music dealer, living in Hancock.⁹⁴ Living with him was: Florence, age 59, wife.

The 1910 census reported William Mitchell, age 23, married 1 year, a laborer on a Canal Scow, living in Hagerstown, Md.⁹⁵ Living with him was: Margret, age 22, wife, married 1 year.

⁸⁹ *Bedford Gazette*, Bedford, Pa., newspaper, Friday, 4/29/1904, p. 1.

⁹⁰ *The Baltimore Sun*, Baltimore, newspaper, Sunday, 6/4/1905, p. 11.

⁹¹ *Cumberland Evening Times*, Cumberland, newspaper, Wednesday, 8/16/1905, p. 3.

⁹² *The Evening Times*, Cumberland, Md., newspaper, Saturday, 10/7/1905, p. 11, *The Baltimore American*, Baltimore, newspaper, Monday, 1/16/1905, p. 5 and *The Baltimore Sun*, Baltimore, newspaper, Monday, 1/1/1906, p. 6.

⁹³ *The Baltimore Sun*, Baltimore, newspaper, Tuesday, 9/19/1905, p. 10.

⁹⁴ 1910 Census, Maryland, Washington County, Hancock, enumerated on 4/19/1910, p. 5B.

⁹⁵ 1910 Census, Maryland, Washington County, District 5, enumerated on 4/16/1910, p. 3A.

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Benjamin Mitchell remained active in the Democratic party and presided when Candidates Arthur P. Gorman, E. C. Harrington and Edgar Allen Poe arrived at the Courthouse in Hagerstown on Oct. 18, 1911.⁹⁶ The party first arrived in Hancock at 3 o'clock, from Cumberland, and the three spoke from the veranda of the Maryland Inn. The party then proceeded to Clear Spring and Williamsport, thence to Hagerstown for the evening event.

On Sept. 29, 1913, President Wilson signed the commission for four Maryland postmasters; one of which was Benjamin Mitchell, postmaster at Hancock.⁹⁷

Mary Cornelia Mitchell died on March 5, 1917 in Indianapolis, Indiana. An obituary has not been found, however, the Certificate of Death has been found, confirming her birth and death dates, her parent's names, and as the widow of Benjamin Mitchell.⁹⁸

World War I came along and the following men registered for the draft:

William H. Mitchell, born June 8, 1886, in Hancock. Md. He was a linesman, working for C. R. Yost, Clarksburg, Md. He was married. He was tall, slender of build, blue eyes, light hair and not bald.⁹⁹

William David Mitchell died on Oct. 28, 1919, in Salina, Kansas; a wife and four children survived. An obituary has not been found, however, a photograph of the tombstone is attached, confirming birth and death dates.



The 1920 census reported Benjamin Mitchell, [Jr.], age 69, widowed, a lodger, working as the town Postmaster, in Hagerstown.¹⁰⁰

The 1920 census reported William H. Mitchell, age 33, working as a laborer for a telegraph company, was living in Hagerstown, Md.¹⁰¹ Living with him was: Margaret L., age 32, wife.

The 1920 census reported Emory Thomson, age 25, working as a laborer in a sand mine, living in Hagerstown, Md.¹⁰² Living with him were: Pearl [Mitchell], age 24, wife; Bessie, age 4, daughter; Ruth, age 2, daughter; and Catherine, age 11/12, daughter.

The Chesapeake and Ohio Canal closed in July 1924 – the end of an era. In writing the history of Hancock, Emily M. Leatherman recorded some of the memories of the old Canalers from the area.¹⁰³ Two from this family are repeated following:

ROSS MITCHELL [Charles Roscoe Mitchell] is an old canaler. His parents were canalers too. Ross said he liked his life on the canal boat. "It was a busy life. Beginning at 4

⁹⁶ *The Baltimore Sun*, Baltimore, newspaper, Thursday, 10/19/1911, p. 11.

⁹⁷ *The Baltimore Sun*, Baltimore, newspaper, Tuesday, 9/30/1913, p. 2.

⁹⁸ Indiana State Board of Health, Certificate of Death, No. 9844, Reg. No. 38, dated 3/7/1917.

⁹⁹ WW I Draft Registration Card, Serial No. 751, No. 212, date not given.

¹⁰⁰ 1920 Census, Maryland, Washington County, Hagerstown, enumerated on 1/8/1920, p. 3B.

¹⁰¹ 1920 Census, Maryland, Washington County, Hagerstown, enumerated on 1/9/1920, p. 5A.

¹⁰² 1920 Census, Maryland, Washington County, Hagerstown, enumerated on 1/10/1920, p. 5B.

¹⁰³ *Hancock 1776 – 1976*, by Emily M. Leatherman, © 1985.

Benjamin Mitchell Family History

A.M. until 10 or 11 P.M. You tied up the boat where the water was deep, if it was loaded. Threw some hay on or near the towpath, staked the feed trough, filled it and tied the mules to it for the night. Daily chores were, cooking, steering, currying the mules, and repairing the boat.

“The coffee pot was always on the stove and we ground our own coffee, ‘Arbuckle’s’ brand. Some of the foods usually on board were eggs, bacon, soup beans, potatoes, oatmeal, canned corn, bread, and fresh meat could be bought at the stores at the lock walls near Georgetown. The meat was used right away, there was no way to keep it. Bread could be bought at lock houses, especially lock house 51.

“The boats were owned by the Canal Company and rented to the Captains. I worked for Capt. Henry Williams, a black man, and also his son, young Henry Williams, and Capt. George Myers and Commodore Myers, a captain. The boat trips were pleasant. We saw places of interest, Washington, D.C., the old gold mine at the foot of the log wall near Georgetown, and beautiful scenery.

“When I was not on a boat, I worked on the canal. I helped build lock gates, painted lock house roofs, put ice-guards on Dam #6 in the summer. Usually the canal was drained by Nov. 15 and re-filled in the spring by March 15. The mules were kept at Four Locks or near there by farmers over the winter.”

Ross told me he also used a mowing machine which had a gasoline motor-driven belt that turned a sicycle [*sic*. Sytle] in the bottom of the canal.

Ross worked until 1924 at which time the canal was closed making it about 12 years of his life. After that he worked on the orchards and the B & O R R until he retired.

Ross added: “Captain Henry Williams had four white mules. The only ones on the canal at that time.”

“If a boat got caught in a film of ice, a scow equipped with an ice-breaker and drawn by horses was used to free the boat.”

JOHN MITCHELL [John Howard Mitchell] (deceased), brother of Ross Mitchell.

John came to the C & O Canal Visitor Center where I was working in the summer of 1980 and told me the following story:

“This incident happened in 1923. Boat #7 coming from Dam #6 ran into a cross tie. The cross tie ran through the bottom of the boat. Capt. Hull yelled ‘Stop Mules!’ The boat sunk! All the water had to be drawn out of that level at the waste-way. Timbers were dropped down to close it off. Mules were changed from one boat to another. (Mules had better sense than drivers; they were ready to change positions.) The boat was moved to Williamsport. Repair men kept pumping the water out while going down stream. It was loaded with coal, 112 tons.”

John’s first trip was 1917 when bridges were guarded by soldiers. “Boat loaded for Georgetown, had to go to Indian Head. Capt. Henry Williams gave each of us 50¢ to go to a store out in the Bay on stilts; we went out on a motorboat. Bought 10¢ can of Steed tobacco, 5¢ for mixed candy, and had 35¢ when we got back to Georgetown.”

A mule kicked John in the face. He spent ten days in a hospital in Georgetown. He boated again with Capt. Sam Hull but not for long.

My reason for including the stories as told by the Canalers is to remind us of a way of life that was experienced by many people of Hancock and surrounding area. It will not be repeated. Hancock was dependent on the canal for many years before the Western Maryland Railroad was built.

Benjamin Mitchell Family History

The 1930 census reported Emery Thompson, age 36, working as a laborer in a garage, living in Hancock, Md.¹⁰⁴ Living with him were: Pearl [Mitchell], age 34, wife; Dessie, age 15, daughter; Ruth I., age 13, daughter; and Catherine, age 11, daughter; Hilda, age 7, daughter; Earlston E., age 3, son; Donald D., age 1, son; and Robert V., age 0, son.

World War II came along and the following men registered for the draft:

Charles Ross Mitchell, born Mar. 28, 1904, in Hancock, Md. He worked for George Fuss at Fuss' Filling Station, Hancock. The person who would always know his address was Pearl Thompson, his sister, living in Hancock, Md.¹⁰⁵

Wilbur Lee Meyers, born July 24, 1913, in Hancock, Md. He worked for the West Va. Pulp & Paper Co., Luke, Allegany County, Md. He was married.¹⁰⁶

Wilbur Archie Mitchell, born Dec. 9, 1922, in Hancock, Md. He worked for Phillip A. Rauth in Hancock. Mrs. Esther Mitchell, his mother, would always know his address. He was 5'-8" tall, blue eyes, 163 lbs., blonde hair, light complexion, and had a scar at left wrist.¹⁰⁷

Richard J. Mitchell, age 76, born Mar. 1855 in Hancock, Md., a carpenter, died on May 16, 1931, in Swissvale, Allegheny County, Pennsylvania.¹⁰⁸ An obituary has not been found. He was married to Mary Teman, son of Benjamin Mitchell and Ellen Stilwell, both born in England.

We did find a record that Jacob L. Mitchell, age 63, son of John Mitchell and Annie Hull, on Jun. 3, 1964, married Blanche S. Fritz Harsh, age 71, daughter of Theodore Fritz and Katherine Hornbaker, in Winchester, VA. It must have been the second marriage for Blanche Harsh also.

¹⁰⁴ 1930 Census, Maryland, Washington County, Hancock, enumerated on 4/22/1930, p. 9A.

¹⁰⁵ WW II Draft Registration Card, Serial No. 618, Order No. 10170, date not given.

¹⁰⁶ WW II Draft Registration Card, Serial No. 1351, No. 1259, date not given

¹⁰⁷ WW II Draft Registration Card, Serial No. 304, Order No. 12558, dated 6/30/1942.

¹⁰⁸ Pennsylvania Certificate of Death, File No. 49714, Register No. 72, May 18, 1931.

Benjamin Mitchell Family History

VITAL STATISTICS OF BENJAMIN MITCHELL FAMILY

Name	Rel.	Birth	Married	Died	Born in
Benjamin Mitchell, Sr.	hus	1819		4/25/1904	England
Sarah Eleanor "Ellen" Stilwell	wife	1826		6/8/1880	England
<i>William David Mitchell, Sr.</i>	son	9/6/1848	4/7/1890	10/28/1919	Maryland
Benjamin Mitchell, Jr.	son	3/10/1850	5/7/1880	12/31/1928	Maryland
<i>Charles Edward Mitchell</i>	son	6/28/1851	infant	1853	Maryland
<i>John Wesley Mitchell</i>	son	4/14/1853	1882	4/16/1930	Maryland
<i>Richard J. Mitchell</i>	son	3/1855		5/16/1931	Maryland
<i>Johnson Mitchell</i>	son	2/5/1858		12/26/1864	Maryland
Benjamin Mitchell, Sr. (2nd)	hus	1819	9/4/1882	4/25/1904	England
Mary C. Austin Cornelius (2nd)	wife	4/20/1843		3/5/1917	Indiana
End of 1st Generation					
William David Mitchell, Sr.	hus	9/6/1848	4/7/1890	10/28/1919	Maryland
Anna Cora Walker	wife	11/1867		11/30/1963	Illinois
<i>Helen C. Mitchell</i>	dau	1/1891			Kansas
<i>Bernice Lucia Mitchell</i>	dau	10/4/1892		2/6/1965	Kansas
<i>Edith C. Mitchell (Shier)</i>	dau	6/1/1895	1908	5/2/1984	Kansas
<i>William David Mitchell, Jr.</i>	son	3/8/1897		1/4/1977	Kansas
<i>Ruth A. Mitchell</i>	dau	5/4/1900		9/14/1981	Kansas
<i>Mary Frances Mitchell</i>	dau	1909			Kansas
Benjamin Mitchell, Jr.	hus	3/10/1850	5/7/1880	12/31/1928	Maryland
Florence "Flora" A. Murray	wife	4/14/1851		7/11/1911	Maryland
John Wesley Mitchell	son	4/14/1853	1882	4/16/1930	Maryland
Annie Columbus Hull	wife	5/1/1868		1/6/1932	Maryland
<i>William H. Mitchell</i>	son	6/8/1886	1909	1/24/1929	Maryland
<i>Elizabeth Viola Mitchell</i>	dau	11/1890		1933	Maryland
<i>Olive Virginia Mitchell (Fling)</i>	dau	10/30/1892		12/19/1956	Maryland
<i>Pearl Ruth Mitchell (Thompson)</i>	dau	7/18/1896	1914	3/31/1980	Maryland
<i>Lidia Marie Mitchell (Diehl)</i>	dau	7/9/1897		9/12/1975	Maryland
<i>Raymond Jesse Mitchell</i>	son	7/9/1897		1911	Maryland
<i>Samuel D. Mitchell</i>	son	8/2/1898		4/5/1988	Maryland
<i>Jacob Luther Mitchell</i>	son	9/27/1900	twice	11/29/1974	Maryland
<i>Charles Roscoe Mitchell</i>	son	3/28/1904	8/1/1953	1/11/1992	Maryland
<i>John Howard Mitchell</i>	son	10/26/1906	7/12/1930	4/10/1982	Maryland
Richard J. Mitchell	hus	3/1855		5/16/1931	Maryland
Mary Teman	wife	1863		1944	
End of 2nd Generation					

Benjamin Mitchell Family History

Name	Rel.	Birth	Married	Died	Born in
Henry H. Shiers	hus	1902	1908		Kansas
Edith C. Mitchell	wife	6/1/1895		5/2/1984	Kansas
<i>Francis Shiers</i>	dau	1925			Kansas
<i>Ruth Shiers</i>	dau	1926			Kansas
<i>Barbara Shiers</i>	dau	1931			Kansas
William H. Mitchell	hus	6/8/1886	1909	1929	Maryland
Margret	wife	1887			Maryland
Robert Edward Myer	hus		1897		Maryland
Elizabeth Viola Mitchell	wife	11/1890		1933	Maryland
<i>Earl Myer</i>	son	1900			Maryland
<i>Anna Myer</i>	dau	1903			Maryland
<i>Curtis Myer</i>	son	1911			Maryland
<i>Wilbur Lee Myer</i>	son	7/24/1913		4/22/1989	Maryland
<i>Earnest Myer</i>	son	1/12/1916		8/21/1953	Maryland
Emory T. Thompson	hus	1894	1914	1940	Maryland
Pearl Ruth Mitchell	wife	7/18/1896		3/31/1980	Maryland
<i>Dessie Letona Thompson (McCarty)</i>	dau	1/11/1915		6/9/2006	Maryland
<i>Ruth I. Thompson (Crooks)</i>	dau	1/2/1917		6/6/1976	Maryland
<i>Catherine V. Thompson (Brake)</i>	dau	1/26/1919		12/1993	Maryland
<i>Tommy Edward Thompson</i>	son	11/20/1920	infant	1/11/1925	Maryland
<i>Hilda Jean Thompson</i>	dau	3/9/1923		11/13/2005	Maryland
<i>Earlston Eugene Thompson</i>	son	11/12/1926		11/19/2005	Maryland
<i>Donald Lee Thompson</i>	son	8/28/1928		2/24/2001	Maryland
<i>Robert V. Thompson</i>	son	9/25/1929		11/13/2009	Maryland
Jacob Luther Mitchell	hus	9/27/1900		11/29/1974	Maryland
Esther Marie Landers (1st)	wife	12/7/1903		1/1957	Maryland
<i>Wilber Archie Mitchell</i>	son	12/9/1922		7/27/2008	Maryland
<i>Robert Willis Mitchell</i>	son	11/12/1934		10/23/2011	Maryland
Jacob Luther Mitchell (2nd)	hus	9/27/1900	6/3/1964	11/29/1974	Maryland
Blanche S. Fritz Harsh (2nd)	wife				
Charles Roscoe Mitchell	hus	3/28/1904	8/1/1953	1/11/1992	Maryland
Jesse Anabelle Deneen	wife	10/16/1903		6/10/1981	Maryland
John Howard Mitchell	hus	10/26/1906	7/12/1930	4/10/1982	Maryland
Rose Ellen Hill	wife	1906		9/30/1979	Maryland

Benjamin Mitchell 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

J. Snively {Seal}

in presence of B. Pendleton, E. C. Wells

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.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, p 623, 11/30/1849.

At the request of Benj. & Jas. Mitchell, the following Bill of Sale was recorded November 30th 1849.

Know all men by these presents, that I David Hergesheimer of Frederick County, State of Maryland, for and in consideration of the sum of three hundred dollars, current money, to me in hand paid by Benjamin Mitchell and James Mitchel of Hancock, Washington County & State of Maryland, at or before the sealing and delivery of these presents, the receipt whereof the said David Hergesheimer do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell, unto the said Benjamin Mitchell and James Mitchell, their executors, administrators and assigns, one new Canal Boat known by the name [Jacob Snively] also two ropes and one water bucket, all of which Boat, rope & water bucket, are now in my possession. To have and to hold all and singular the said Boat, rope & water bucket, above bargained and sold, or mentioned or intended to be so, to the said Benjamin Mitchell and James Mitchell, their executors, administrators and assigns, forever. And I the said David Hergesheimer for myself, my heirs, executors and administrators, all and singular the said boat, rope & water bucket unto the said Benjamin Mitchell and James Mitchell, their executors, administrators and assigns against me, the said David Hergesheimer, my executors and administrators, and against all and every other person and persons whatsoever, shall and will warrant and forever defend by these presents, of all and singular which said Boat, rope and water bucket, I the said David Hergesheimer, have put the said Benjamin Mitchell and James Mitchell, in full possession, by delivering to them the said Benjamin Mitchell and James Mitchell the water bucket 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 them the said Benjamin Mitchell and James Mitchell as aforesaid, on the following conditions, that is to say I the said David Hergesheimer am to pay the said Benjamin Mitchell and James Mitchell one hundred dollars in four months from this date, one hundred dollars in six months from this date, and one hundred dollars in seven months from this date. In Witness, I the said David Hergesheimer have hereunto set my hand and seal this twenty third day of November, one thousand, eight hundred and forty nine.

Witness: Arthur Blackwell

D. Hergesheimer {Seal}

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified that on this twenty third day of November in the year of our Lord, one thousand, eight hundred and forty nine, before me the subscriber, one of the Justices of the Peace, of the State of Maryland, in and for Washington County, personally appeared David Hergesheimer, he being known to me to be the person who is named and described as and professing to be a party to the foregoing indenture or instrument of writing, and doth acknowledge the said indenture or instrument of writing to be his act and deed, for the purposes therein stated. And at the same time personally [appeared] Benjamin Mitchell, one of the firm of Benjamin and James Mitchell, and made oath on the Holy Evangely of Almighty God, that the considerations, as set forth and stated in the foregoing indenture or instrument of writing are just and bona fide, as therein stated to the best of his knowledge and belief. Acknowledged and sworn before: David E. Price, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book IN 4, p 624, 11/30/1849.

At the request of Benjamin & Jas. Mitchell, the following Deed was recorded November 30th 1849.

This Indenture, made this twenty third day of October in the year of our Lord, one thousand, eight hundred and forty nine, between David Mann and Mary Ann Mann, his wife, of Washington County, and State of Maryland of the one part, and Benjamin Mitchell and James Mitchell of the said County and State of the other part. **Witnesseth**, That for and in consideration of the sum of two hundred and seventy five dollars, current money, [paid] by the said Benjamin Mitchell and James Mitchell to the said David Mann and Mary Ann Mann, 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 David Mann and Mary Ann Mann, his wife, 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 Benjamin Mitchell and James Mitchell, their heirs and assigns, all that part of the tract or parcel of land called "Stockdale," situate 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 gum tree, at or near the mouth of Bear branch and running from thence North forty nine and one half degrees East fourteen perches, to **C. W.**; thence North nineteen degrees East one hundred and eighty perches, to **W. A.**; thence North forty one degrees West one hundred and six (seven) perches, to a stone; thence South twenty one and one half degrees West fourteen perches, to a stone; thence North sixty eight and three quarters degrees West thirty eight perches, to a stone; thence South thirteen and one half degrees West twenty two perches, to a stone; thence South twelve and one half degrees East twenty to perches, to **P. O.**; thence South thirty four and one half degrees East sixty perches, to pine stump; thence South two and one half degrees West sixty eight perches, to **W. A.**, between 4 B. O.; thence South three degrees East fifty eight perches, to pine grove; thence South five degrees West thirty three perches, to west bank of Sideling Hill Creek, below the bridge; thence South forty seven and one half degrees East fourteen perches, to the place of the beginning. **Containing** and being eighty six acres, and one hundred and eighteen perches, more or less, as the case may be, together with all, and singular the buildings, improvements, ways, waters, water courses, rights, members privileges advantages and appurtenances thereunto belonging, or in any wise appertaining thereto, and all the estate, rights, title and interest, trust, property, claim and demand whatsoever, at law and in equity of them the said David Mann and Mary Ann Mann, 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 Benjamin Mitchell and James Mitchell, their heirs and assigns, to the only proper use and behoof of them the said Benjamin Mitchell and James Mitchell, their heirs and assigns forever. In testimony whereof, the said David Mann and Mary Ann Mann, his wife, have hereunto set their hands and affixed their seals, on the day and in the year first above written. her

Signed, sealed and delivered, David Mann {Seal} Mary Ann X Mann {Seal}
in the presence of mark

David E. Price, David Fortney

Received from Benjamin Mitchell and James Mitchell the sum of two hundred and seventy five dollars, being the consideration expressed to have been paid, in the foregoing indenture.

Benjamin Mitchell Family History

Test: D. E. Price, D. Fortney

David Mann

her
Mary Ann X Mann
mark

State of Maryland, Washington County, to wit: Be it remembered, and it is hereby certified, that on this twenty third 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 David Mann and Mary Ann David, 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 Mary Ann Mann having signed and sealed said indenture before us, out of the presence and hearing of her husband, and the said Mary Ann Mann 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," declareth and saith that she doth. 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.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book IN 6, p 289, 10/1/1851.

At the request of Benj. & Jas. Mitchell, the following Mortgage was recorded October 1st 1851.

This Indenture, made this twelfth day of September in the year of our Lord, one thousand, eight hundred and fifty one, between William Grove of Washington County, State of Maryland of the one part, and Benjamin & James Mitchell of the aforesaid County & State of the other part. Whereas the aforesaid William Grove owes and stands justly indebted to the said B. & J. Mitchell in the sum of eight hundred dollars current money and is willing to execute these presents to secure payment thereof. Now this Indenture **Witnesseth** that the said William Grove for and in consideration of the premises and of the sum of five dollars current money to him in hand paid by the said B. & J. Mitchell 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 B. & J. Mitchell their executors, administrators and assigns, all and singular a certain New Canal Boat, not named, now lying at or near Jacob Snively's Wharf in the Chesapeake & Ohio Canal. To have and to hold all and singular the said Canal Boat unto the said B. & J. Mitchell, their heirs, executors, administrators and assigns, to their own use and behoof. Provided always and it is hereby declared to be the true intent and meaning of these presents that if the said William Grove do and shall well and truly pay or cause to be paid unto the said B. & J. Mitchell, their executors, administrators or assigns, the full sum of one hundred dollars on the first day of December next, the further sum of one hundred dollars on the first day of January next, and the further sum of one hundred dollars on the first day of April next, and the further sum of one hundred dollars on the first day of May next, and the further sum of one hundred dollars on the first day of June next, and the further sum of one hundred dollars on the first day of July next, and the further sum of one hundred dollars on the first day of August next, and the further sum of one hundred dollars on the first day of September 1852, then in such case these presents and every matter and thing herein contained shall cease determine and be utterly void to all intents and purposes, any thing herein contained to the contrary notwithstanding. In testimony, whereof I have hereunto set my hand and affixed my seal.

Witness present: H. Snider, J. Snively

William Grove {Seal}

State of Maryland, Washington County, to wit: On this 15th day of September 1851, before me the subscriber, a Justice of the Peace in and for said County, appeared William Grove and acknowledged the foregoing instrument of writing to be his act & deed according to the true intent and meaning thereof, and the Act of Assembly in such cases made and provided.

Arthur Blackwell, J.P.

State of Maryland, Washington County, to wit: On this 12th day of September in the year of our Lord 1851, before me the subscriber, one of the Justices of the Peace of the State of Maryland, in and for Washington County aforesaid, personally appeared Benjamin Mitchell and James Mitchell and made oath on the Holy Evangely of Almighty God that the within named William Grove is justly indebted unto them the sum of eight hundred dollars over and above all discounts.

Arthur Blackwell, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book IN 6, p 654, 4/11/1852.

At the request of James Mitchell, the following Deed was recorded April 11th 1852.

This Indenture made this seventh day of February eighteen hundred and fifty one between Lydia Davenport of the first part and James Mitchell of the other part, both of Washington County, State of Maryland. **Witnesseth**, that for and in consideration of the sum of one hundred dollars in hand paid by the said James Mitchell to the said Lydia Davenport at and before the sealing, signing and delivery of these presents, the receipt whereof the said Lydia Davenport doth hereby acknowledge and herself to be fully contented and paid, she doth grant, bargain, sell, release and convey unto the said James Mitchell his heirs and assigns forever, all the following lots, parts and parcels of lots in "Brent's Addition to Hancock" in Washington County & State aforesaid, being on the South side of the Turnpike road leading from Baltimore to Cumberland, beginning at the East side of Lot No. 22 running West along said Turnpike one hundred and thirty eight feet; thence South to lands owned by George Brent one hundred and seventeen feet; thence East along side line of George Brent to the corner of Lot No. 22; thence with the East side of said lot being one hundred and seventy two feet to place of beginning, being parts of sundry lots conveyed by Jno. Craig to Eve Snively and by Eve Snively to said Lydia Davenport, with all the houses, buildings and improvements thereon 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 and all and singular the premises hereby granted, and every part and parcel thereof with their and every of their appurtenances unto the said James Mitchell, his heirs, executors & administrators and assigns forever, to the only proper use and behoof of him the said James Mitchell and his heirs and assigns forever. In Witness whereof, the said Lydia Davenport hath hereunto subscribed her name and affixed her seal.

Signed, sealed and delivered,
in presence of David E. Price
David Fortney

her
Lydia X Davenport {Seal}
mark

State of Maryland, Washington County, to wit: Be it remembered and it is hereby certified, that on this eleventh day of February on 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 Lydia Davenport, 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 on the day and in the year aforesaid. David E. Price, J.P. Davis Fortney J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book IN 7, p 412, 3/7/1853.

At the request of Benj. & Jas. Mitchell, the following Mortgage was recorded March 7th 1853.

This Indenture, made this third day of March in the year one thousand, eight hundred and fifty three, between William Grove, of the one part, and Benjamin Mitchell & James Mitchell, of the other part, all of Washington County and State of Maryland. Whereas the aforesaid William Grove heretofore was indebted to the said Benjamin and James Mitchell in the sum of eight hundred dollars by his eight several single bills all bearing date on the 12th day of Sept. 1851, each for the sum of one hundred dollars, and payable respectively on the 1st day of Dec. 1851, & on the first days of January, April, May, June, July, August & September 1852; on which said notes divers payments have been made by said Grove, reducing the balance due upon them to the sum of three hundred and seventy dollars and ninety three cents, current money, in which sum the said Grove now stands indebted to the said Benjamin & James Mitchell, and to secure the payment of which the said William Grove is willing to execute these presents. Now this Indenture **Witnesseth** that the said William Grove for and in consideration of the premises, and in further consideration of the sum of five dollars to him in hand paid by the said Benjamin & James Mitchell, at and before the sealing and delivery of these presents, the receipt whereof if hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said Benjamin Mitchell & James Mitchell, their executors, administrators and assigns, a certain Canal boat, named G. W. Grove, now lying in the Chesapeake and Ohio Canal at Hancock, in Washington County and Maryland, and at present in the possession of the said Benjamin & James Mitchell. To have and to hold the said Canal Boat, named G. W. Grove, to them the said Benjamin Mitchell & James Mitchell, their executors, administrators and assigns. Provided, however, and it is hereby declared to be the true intent and meaning hereof that if the said William Grove, his executors and administrators shall well and truly pay the foregoing sum of three hundred and seventy dollars and ninety three cents, with interest thereon from the date hereof, to the said Benjamin & James Mitchell, their executors, administrators and assigns, as follows, one hundred dollars and interest thereon on or before the first day of May next, one hundred dollars and interest thereon on or before the first day of June next, one hundred dollars and interest thereon on or before the first day of July next, and the residue of said debt and interest thereon on or before the first day of August next, after the execution of these presents, then and in such case these presents and every matter and thing herein contained shall cease and determine and be utterly void to all intents & purposes; otherwise to be and remain in full force and virtue in law. In testimony whereof the said William Grove has hereunto set his name and affixed his seal, the day and year first hereinbefore written.

Signed, sealed & delivered
in presence of C. Sheppard.

William Grove {Seal}

State of Maryland, Washington County, Sct: Be it remembered that on this third day of March 1853, before me the subscriber, one of the Justices of the Peace of the State of Maryland, in and for Washington County aforesaid, personally appeared William Grove, of said County, party grantor to the foregoing Bill of Sale or instrument of writing, and who I am satisfied of my own knowledge is the same person who is named & described as and professing to be the party grantor in said Bill of Sale or instrument of writing, and acknowledged the same to be his act & deed for the purposes therein contained & expressed. C. Sheppard, J.P.

Benjamin Mitchell Family History

State of Maryland, Washington County, Sct: Be it remembered that on this fifth day of March 1853, personally appeared before me the subscriber, one of the Justices of the Peace of the State of Maryland, in and for Washington County aforesaid, Benjamin Mitchell and James Mitchell, of said County, the grantees in the within Bill of Sale or Mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the within Bill of Sale or Mortgage is true and bona fide as therein set forth. Sworn before me, David E. Price, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book IN 11, p 696, 4/14/1857.

At the request of Jacob Frey, the following Deed was recorded April 14th 1857.

This Deed made this 14th day of April in the year one thousand, eight hundred and fifty seven by Benjamin Mitchell and Ellen, his wife, of Washington County & State of Maryland.

Witnesseth, that in consideration of seventy five dollars, the said Benjamin Mitchell and his wife do grant unto Jacob Frey in fee, all that house & lot at the East end of Hancock beginning on the West at the line of John Strubel & the Cumberland Turnpike Road Company, thence East with said road sixty six feet; thence South to the Chesapeake & Ohio Canal line; thence West with the said Canal line sixty six feet; thence North with said Strubel's line to the place of the beginning. And the [said] Benjamin Mitchell & wife covenant that they will warrant specially the property hereby conveyed. And the said Benjamin Mitchell & wife covenant that they will execute such further assurances as may be requisite. Witness our hands and seals.

Test: William Stillwell, John T. Rowland

Benjamin Mitchell {Seal}

Ellen Mitchell {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 14th day of April 1857, before the subscriber, a Justice of the Peace of said State of Maryland, in and for the County aforesaid, personally appeared Benjamin Mitchell and Ellen, his wife, and did acknowledge the foregoing deed to be their respective act. John Troxell, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book IN 11, p 723, 4/27/1857.

At the request of Benjamin Mitchell, the following Mortgage was recorded April 27th 1857.

I, John T. Rowland of Hancock, Washington County, and State of Maryland, being now in debt to Benjamin Mitchell of the Town, County and State aforesaid, according to the tenor and conditions of a note under seal given by me to said Mitchell bearing date October 1st 1856 and on which, at the signing and delivery of these presents, there is a credit of forty dollars paid on the first of December 1856. The said note reads as follows: Hancock, October 1st 1856. For value received I promise to pay Benjamin Mitchell, or order, four hundred dollars with interest in the following manner, to wit: every trip made with the Canal Boat "John T. Rowland" this present fall, I bind myself to pay out of said trip ten dollars, and every trip made with said Boat from the commencement of the boating season next Spring I bind myself to pay said Mitchell fifteen dollars until the said four hundred dollars are paid and the interest thereon, given under my hand and seal.

John T. Rowland {Seal}

Now therefore in consideration of my indebtedness to the said Benjamin Mitchell as above cited I do hereby bargain and sell to the said B. Mitchell the following property, viz: Three bay mules and boating harness. Provided, that if I, the said John T. Rowland, shall pay to the said Benjamin Mitchell the sum of three hundred and sixty dollars with interest according to the terms of the note above recited, on or before the first day of November 1858, then these presents shall be void. And it is provided that in default of payments, the said Benjamin Mitchell may sell the above described mules and boating harness in the following manner, to wit: at any time after the first day of November 1858 the said Mitchell may by giving ten days' notice sell at public sale in the town of Hancock for cash to the highest bidder, the said mules and boating harness and the proceeds arising from said sale to be applied to the payment of whatever may at that time be due on the above described note. Witness my hand and seal this twenty fifth day of April 1857.

John T. Rowland {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this twenty fifth day of April, in the year 1857, before the subscriber a Justice of the Peace of the said State in and for the County aforesaid, personally appeared John T. Rowland, and acknowledged the foregoing Mortgage to be his act. And at the same time, before me also appeared Benjamin Mitchell and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth. Sworn before

John Troxell, J.P.

State of Maryland, Washington County, to wit: I hereby certify that on this twenty fifth day of April, in the year 1857, before the subscriber a Justice of the Peace of the State and County aforesaid, personally appeared Benjamin Mitchell, the mortgagee named for the foregoing mortgage and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth. Sworn before

John Troxell, J.P.

I hereby assign the within mortgage to Joseph Murray. Witness my hand and seal this twenty fifth day of April 1857.

Benjamin Mitchell {seal}

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, p 111, 9/16/1856.

At the request of the Cumberland Coal & Iron Co. the following Bill of Sale was recorded September 16th, 1856.

I, Benjamin Mitchell of Hancock, Washington County, Maryland, in consideration of Nine Hundred Dollars paid me by The Cumberland Coal and Iron Company, incorporated by an Act of The Assembly of the State of Maryland, do hereby bargain and sell to the said Cumberland Coal and Iron Company and its assigns, the Canal Boat "John T. Rowland of Georgetown, D.C." with her evidence of ownership, Register D.C. And the said Benjamin Mitchell hereby covenants and agrees to and with said Cumberland Coal and Iron Company that he will warrant and defend the said Canal Boat unto said Company and its assigns against the claim or claims of any person or persons whomsoever. Witness my hand and seal this eleventh day of September in the year eighteen hundred and fifty six.

Test: Daniel Brosius, John Troxell

Benjamin Mitchell {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this eleventh day of September in the year eighteen hundred and fifty six personally appeared before the subscriber, a Justice of the Peace for Washington County aforesaid, Benjamin Mitchell and acknowledged the foregoing Bill of Sale to be his act.

John Troxell, J. P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book IN 12, p 187, 10/20/1856.

At the request of Benjamin Mitchell, the following Bill of Sale was recorded October 20th 1856.

Know all men by these presents, that I John T. Rowland of Washington County and State of Maryland, for and in consideration of the sum of four hundred dollars to me in hand paid by Benjamin Mitchell of the aforesaid County & State, at and before the sealing and delivery of these presents, the receipt whereof I the said John T. Rowland do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Benjamin Mitchell, his heirs or assigns, all the goods, articles, &c. hereinafter mentioned, that is to say three mules and the harness for the same, being in the County aforesaid. To have and to hold all and singular the said mules and harness above bargained and sold, to the said Benjamin Mitchell, his heirs or assigns, forever and I the said John T. Rowland for myself, my heirs or assigns [convey] all and singular the said mules and harness unto the said Benjamin Mitchell, his heirs or assigns against me the said John T. Rowland, my executors & administrators and against all and every other person or persons whatever shall and will warrant and defend by these presents, of all and singular which said mules and harness. I the said John T. Rowland have put the said Benjamin Mitchell in full possession by delivering to him the said Benjamin Mitchell one bridle at the sealing and delivery of these presents in the name of the whole premises hereby bargained and sold to the said Benjamin Mitchell as aforesaid. In witness whereof I have hereunto subscribed my name and affixed my seal this first day of October 1856.

Witness: J. Snively, John Troxell

John T. Rowland {Seal}

I hereby certify that the above was acknowledged before me on the 1st day of October 1856.

John Troxell, J.P.

1856, October 1st, personally appeared Benjamin Mitchell before me the subscriber a Justice of the Peace in and for Washington County & State of Maryland and made oath on the Holy Evangely [of Almighty] God the above Bill of Sale is a bona fide sale. Sworn before me.

John Troxell, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 2, p 12, 10/8/1869.

At the request of the Benjamin Mitchell, the following deed was recorded Oct. 8th 1869.

This Deed, made this twenty sixth day of April in the year eighteen hundred and sixty nine by Sarah Jenkins of the Town of Hancock, in the County of Washington and State of Maryland.

Witnesseth, that in consideration of five hundred dollars to her in hand paid, the receipt of which is hereby acknowledged, I the said Sarah Jenkins do grant unto and convey unto Benjamin Mitchell, his heirs and assigns in fee simple, the one half of lot No. 12, being a part of "Brent's Addition to Hancock" and fronting on the South side of Main Street thirty three feet and extending back three hundred and thirty feet to the condemned lands of the Chesapeake and Ohio Canal Company on the South adjoining the property of Benjamin Mitchell on the East, and Sarah Jenkins on the West, with all the rights, title, interest and estate, both in law and Equity, in and to the same with all the appurtenances thereunto belonging and warrants expressly the property hereby conveyed and binds herself to execute any further assurances that may be required.

Witness my hand and seal.

Attest: Solomon Jenkins

J. Harrison

her

Sarah X Jenkins {Seal}

mark

State of Maryland, Washington County, to wit: I hereby certify that on this twenty sixth day of April A. d. 1869, before the subscriber a Justice of the Peace of the State of Maryland in and for Washington County, personally appeared Sarah Jenkins and did acknowledge the foregoing deed to be her respective act.

Joseph Harrison, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 2, p 444, 4/20/1870.

At the request of B. Mitchell & D. Brewer, the following Mortgage was recorded April 20th 1870.

This Mortgage, made this seventh day of December A.D. 1869, by me E. G. Bartlett.

Witnesseth, that in consideration of the sum of sixty two dollars which will be due from me the said E. G. Bartlett to Benjamin Mitchell and Denton Brewer on the 18th day of August A. D. 1870, the said E. G. Bartlett do grant unto the said Benjamin Mitchell and Denton Brewer, one English hunting case, silver watch, one parlor stove, one kitchen stove, twenty yards parlor carpet, one piece of oil cloth. **Provided**, that if I the said E. G. Bartlett shall pay on or before the 18th day of August A. D. 1870 to the said Benjamin Mitchell and Denton Brewer the sum of sixty two dollars then this mortgage to be void. Witness my hand and seal.

Test: Jos. Harrison

E. G. Bartlett {Seal}

State of Maryland, Washington County, to wit: On this 7th day of December A. D. 1869, before me the subscriber a Justice of the Peace in and for Washington County personally appeared E. G. Bartlett the mortgagor and acknowledged the foregoing deed of mortgage to be his respective act; at the same time also appeared Benjamin Mitchell and Denton Brewer, the mortgagees, and made oath that the consideration mentioned and set forth in said mortgage are true and bona fide.

Joseph Harrison, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 4, p 204, 4/29/1871.

At the request of the Benj. Mitchell the following Mortgage was recorded April 29th 1871.

This Indenture, made this 13th day of April eighteen hundred and seventy one, between William McKalvey of the first part and Benjamin Mitchell of Washington County, State of Maryland, of the second part. **Whereas** the said Benjamin Mitchell has this day sold to the said McKalvey the Canal Boat called "Noble Grand" at and for the sum of fifteen hundred dollars which the said McKalvey is to pay unto the said Benjamin Mitchell and his assigns, in installments of thirty dollars each trip made by said Boat from Cumberland to Georgetown, Alexandria or Washington City or other intermediate points until the entire purchase money is paid with interest thereon from the 28th day of August A. D. 1870, crediting the respective payments thereon as of the time when such payment shall be made, and whereas the said McKalvey is anxious to secure unto the said Benjamin Mitchell and his assigns, the regular and due payments of each and every instalment of said purchase money, and also to secure the said Mitchell and his assigns the regular, prompt and due performance of the covenants aforesaid, and the said McKalvey is willing to execute these presents. Now this Indenture **Witnesseth**, that the said McKalvey for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Benjamin Mitchell, his heirs and assigns the Canal Boat "Noble Grand," to have and to hold the same unto the said Benjamin Mitchell, his executors, administrators and assigns forever. **Provided**, nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said McKalvey shall well and truly pay unto the said Benjamin Mitchell, his executors, administrators or assigns, the aforesaid instalments of purchase money upon each and every trip as aforesaid until the whole purchase money with the interest as aforesaid, shall be fully paid, and if the said McKalvey shall well and truly do and perform all the covenants on his part to be done and performed as set forth in this mortgage, then this instrument of writing and every matter and thing herein contained, shall cease and be utterly null and void; otherwise to remain in full force and virtue in law. And this instrument further **Witnesseth**, that it is mutually agreed between the parties aforesaid that in case of any default upon the part of the said McKalvey to make regular payments on account of the purchase money as herein provided or in case of a failure to make regular trips as aforesaid with the said Boat or in case of a refusal or neglect upon the part of the said McKalvey to use all diligence, care and skill in making such trips with said Boat as before mentioned or in case said Boat is not kept in proper repair or in case of a failure to perform any of the stipulations or recitals in the mortgage named to be done and performed on the part of the said McKalvey, then and in either [case] the said Mitchell or his assigns are hereby authorized to take immediate possession of said Boat and after twenty days public notice thereof to sell said Canal Boat at Public Sale as mortgagee to the highest bidder for cash or on credit and out of the proceeds of sale pay first the expense of said sale and advertisement and then the balance due to said Benjamin Mitchell or his assigns of said purchase money and interest. In Witness whereof, the said William McKalvey hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Test: A. E. Blackman
Jos. Harrison

William McKalvey {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 13th day of April 1871 before me the subscriber a Justice of the Peace of the State of Maryland, in and for said

Benjamin Mitchell Family History

County, personally appeared William McKalvey and acknowledged the foregoing instrument to be his act and deed. At the same [time] also appeared Benjamin Mitchell, the mortgagee named in the foregoing deed of Mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing deed of mortgage is true and bona fide as therein set forth. In witness whereof, I hereunto subscribe my name on the day and year aforesaid.

Joseph Harrison J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 5, p 332, 12/18/1872.

At the request of Benj. Mitchell the following Deed was recorded Dec. 18th 1872.

The Deed, made this twenty sixth day of January in the year eighteen hundred and seventy two by me Robert Bridges, Trustee. **Witnesseth**, whereas by a decree of the Circuit Court for Washington County, sitting as a Court of Equity, I the said Robert Bridges was appointed trustee to sell the land and premises decreed to be sold, and have sold the part of the same hereinafter described to Benjamin Mitchell who has fully paid the purchase money therefore. Now, therefore, in consideration of the premises and in consideration of the sum of one thousand dollars, I the said Robert Bridges trustee as aforesaid do grant unto the said Benjamin Mitchell all the right and title of all the parties to the aforesaid cause in and to all the following described land situate in the County of Washington, State of Maryland, part of a tract of land called "Dalecarlia," lying in Washington County, Md. and included in the following metes and bounds, to wit: **Beginning** at a locust stump at the end of the ninth line of that part of "Dalecarlia" conveyed by John Johnson to Josias Carter by deed dated the 10th day of December 1810 and running thence N 42° E 77-½ perches into the public road; then along said road N 71° E 21-½ perches; N 54° E 20 perches; N 68° E 17 perches; N 79-½° E 12 perches; S 62° E 25 perches; S 38° E 11-6/10 perches; N 84° E 14 perches; N 53° E 15 perches; then leaving said road and running S 32-½° E 22 perches to intersect the 13th line of said deed from Johnson to Carter; then reversing lines of said deed S 31° W 140 perches to a black oak tree; N 60-½° W 28 perches to a stone pile; N 44° W 108 perches to the place of beginning, **containing** one hundred acres of land.

Witness my hand and seal

Robert Bridges, Trustee {Seal}

Test: Isaac Richards, Falcott Eliason

State of Maryland, Washington County, to wit: I hereby certify that on this twenty sixth day of January in the year eighteen hundred and seventy two, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Washington County aforesaid personally appeared Robert Bridges, Trustee, and acknowledged the within and foregoing deed to be his act.

Acknowledged before and certified by

Joseph Harrison, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 6, p 30, 8/4/1873.

At the request of Benjamin Mitchell the following mortgage is recorded Aug. 4th 1873.

This Mortgage, Made this first day of August eighteen hundred and seventy three by me David Lewis Beard of Washington County, Maryland being now indebted to Benjamin Mitchell of Washington County, Maryland in the sum of eighteen hundred dollars, with interest, in consideration thereby do hereby bargain and sell to the said Benjamin Mitchell the following property: One (1) Canal Boat "Daniel S. Carl." **Provided** if the said David Lewis Beard shall pay to the said Benjamin Mitchell the sum of eighteen hundred dollars with interest as follows: forty dollars to be paid on each and every trip made by said boat until eighteen hundred dollars are paid and the said Beard binds himself to make said trips as speedily as they can be made and the said Beard agrees that upon a failure to pay said trippage then the said Mitchell in that case may enter and take charge of said boat and also if said payments are made punctually according to the intent and meaning of this mortgage then these presents shall be void. Witness my hand and seal this first day of August eighteen hundred and seventy three. D. L. Beard
{Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this first day of August in the year A. D. 1873, before me the subscriber a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared David Lewis Beard and did acknowledge the foregoing mortgage to be his act. And at the same time before me also appeared Benjamin Mitchell and made oath in due form of law that the consideration in the said mortgage is true and bone fide as therein set forth. W. H. Lowe, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book McKK 6, p 31, 8/4/1873.

At the request of the Benjamin Mitchell the following mortgage is recorded Aug. 4th 1873.

This Mortgage, made this 28th day of July eighteen hundred and seventy three by me Charles H. Andrews of Washington County, State of Maryland being now indebted to Benjamin Mitchell of Washington County, Maryland in the sum of four hundred and seventy five dollars with interest till paid, in consideration thereof do hereby bargain and sell to the said Benjamin Mitchell the following property: One (1) mouse colored mare mule about four (4) years old; one (1) light bay mule eight (8) years old; one (1) dark mule (mare) seven (7) years old; one (1) black horse mule nine (9) years old. **Provided** if I the said Charles H. Andrews shall pay to the said Benjamin Mitchell the sum of four hundred & seventy five degrees [*sic.* dollars] with interest as follows: twenty dollars to be paid on each and every trip made by said mules until the said four hundred and seventy five dollars are paid and the said Charles H. Andrews binds himself to make said trips as speedily as they can be made and the said Andrews agrees upon a failure to pay said trippage then the said Mitchell in that case may take charge of said mules and also if said payments are made punctually according to the intent and meaning of this mortgage then these presents shall be void. Witness my hand and seal this 28th day of July 1873.

C. H. Andrews

State of Maryland, Washington County, to wit: I hereby certify that on this 28th day of July in the year A. D. 1873, before me the subscriber a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Chas. H. Andrews and did acknowledge the foregoing mortgage to be his act. And at the same time before me also appeared Benjamin Mitchell and made oath in due form of law that the considerations in the said mortgage is true and bona fide as therein set forth.

W. H. Lowe, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 73, p 10, 11/24/1874.

At the request of W. D. Mitchell the following deed is recorded November 24th 1874.

This Deed, made this first day of September in the year of our Lord one thousand, eight hundred and seventy four by and between Rachael A. Davey and Arthur Davey, her husband, of the City of Cumberland, County of Allegany and State of Maryland, of the first part and W. D. Mitchell of Washington County and State of Maryland of the second part. Witness that for and in consideration of three hundred dollars in hand paid, the said parties of the first part do grant, bargain and sell unto W. D. Mitchell all that tract or parcel of land, in Hancock, Washington County, Maryland, known and distinguished as a part of lot Number thirty one, in "Brent's Addition to Hancock," fronting sixty six feet on High Street and running back to the property sold by us being the front half of said lot to Solomon Jenkins and William Cornius, together with all improvements on said back half of said lot, in fee forever. The whole of said property was conveyed to said Rachael A. Davey by a deed made the 1st day of December, 1869, and recorded in Liber W. McKK No. 2, folio 195, one of the Land Records, of Washington County. Witness our hands and seals

Test: H. H. Holbrook

Rachael A. Davey {Seal}

Arthur Davey {Seal}

State of Maryland, Allegany County, to wit: I hereby certify, that on this twenty first day of September, eighteen hundred and seventy four, before the subscriber a Justice of the Peace, in and for said State and County, personally appeared Rachael A. Davey and Arthur Davey, her husband, and did each acknowledge the foregoing deed to be their respective act.

Herman H. Holbrook, J.P.

Maryland, Allegany County, to wit: I hereby certify that Herman H. Holbrook, Esquire, before whom the foregoing acknowledgement was made, and whose genuine signature thereto appears, was, at the time thereof, a Justice of the Peace, in and for the State and County aforesaid, duly commissioned and qualified and authorized by law to administer oaths and take acknowledgements. In testimony whereof, I hereto subscribe my name and affix the Seal of the Circuit Court for Allegany County, this 21st day of September 1874.

Theodore Sunnaw, Clerk of the
Circuit Court for Allegany County

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 74, p 523, 7/25/1876.

At the request of the Benjamin Mitchell the following deed is recorded July 25th 1876.

This Indenture, made the twenty third day of April in the year of our Lord, one thousand, eight hundred and seventy five between John M. Hedding and Elizabeth Hedding, his wife, of the Borough of Bedford, in the County of Bedford, and State of Pennsylvania, of the first part and Benjamin Mitchell of the Town of Hancock, in the County of Washington, and State of Maryland, of the other part. **Witnesseth**, that the said John M. Hedding and Elizabeth Hedding, his wife, for and in consideration of the sum of fifteen hundred dollars, lawful money of the United States of America, unto them well and truly paid by the said Benjamin Mitchell, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, align, enfeoff, release and confirm unto the said Benjamin Mitchell, his heirs and assigns, all that messuage or tenement in the Town of Hancock, in the County of Washington, and State of Maryland marked and numbered in the plat of said Town of Hancock as number twenty one (21) of "Brent's Addition to Hancock" being the same lot of ground, granted and conveyed by Robert Mason to Sarah Blackwell, by deed, dated the 9th day of May A. D. 1850, and recorded May 25th 1850, in Liber J. N. No. 5, folio 160 and 161, one of the Land Records of Washington County, and the same which was granted and conveyed by said Sarah Blackwell to John D. Hart, be deed dated the second day of May A. D. 1851 and recorded January 20th 1852, in Liber J. N. No. 6, folio 450, one of the Land Records of Washington County, Md., and being the same lot of ground which by succeeding conveyances and assurances in the law duly had and executed, became vested in John M. Hedding, party hereto, together with all and singular, the buildings and improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever, thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof and all the estate, right, title, interest, property, claim and demand, whatsoever, of them the said John M. Hedding and Elizabeth Hedding, his wife, in law, equity or otherwise howsoever of, in and to the same and every part thereof. To have and to hold the said lot of ground, hereditaments and premises hereby granted, or mentioned and intended so to be with the appurtenances unto the said Benjamin Mitchell, his heirs and assigns, to and for the only proper use and behoof of the said Benjamin Mitchell, his heirs and assigns, forever. And the said John M. Hedding and Elizabeth Hedding and their heirs, executors and administrators, do by these presents covenant, grant and agree to and with the said Benjamin Mitchell and his heirs and assigns that they, the said John M. Hedding and Elizabeth Hedding, his wife, and their heirs, all and singular, the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Benjamin Mitchell and his heirs and assigns, against them, the said John M. Hedding and Elizabeth Hedding, his wife, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof, shall and will warrant and forever defend. In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals, dated the day and year first above written.

Sealed and delivered in the presence of us
William C. Smith, Annie E. Seue

J. M. Hedding {Seal}
Elizabeth Hedding {Seal}

Benjamin Mitchell Family History

Received, the day of the date of the within or foregoing indenture of the within named Benjamin Mitchell the sum of fifteen hundred dollars in full of the consideration money therein named.
J. M. Hedding

Bedford County, Sct: On the twenty third day of April Anno Domino 1875, before me, a Justice of the Peace, in and for said County, personally appeared the above named John M. Hedding and Elizabeth Hedding, his wife, and in due form of law acknowledged the above indenture to be their and each of their act and deed, and desired the same ceiglet be recorded as such, and the said Elizabeth Hedding being of full age and separate and apart from her said husband by me thereon privately examined, and the full contents of the above deed being by me first made known unto her and thereupon declared and say that she did voluntarily and of her own free will and accord, sign, seal and as her act and deed, deliver the above written Indenture, Deed or conveyance, without any coercion or compulsion of her said husband. Witness my hand and seal, the day and year aforesaid.

William C. Smith, J.P.

Bedford County, Sct: I, Espy M. Alsip, Prothonotary of the Court of Common Pleas, in and for the County of Bedford, do certify that William C. Smith, Esq., before whom the foregoing acknowledgment was made, and who has thereunto subscribed his name, was at the time of making thereof, and still is a Justice of the Peace in and for said County, duly commissioned and qualified, to all, whose acts, as such, full faith and credit as and ought to be given, as well in Courts of Judicature as elsewhere. In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court, this 23rd day of April, A. D. one thousand, eight hundred and seventy five.
Espy M. Alsip, Prothonotary

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 75, p 232, 2/27/1877.

At the request of James B. Ditto the following Mortgage was recorded February 27th 1877.

This Mortgage, made this thirteenth day of February, in the year eighteen hundred and seventy seven, by us Benjamin Mitchell and Ellen Mitchell, his wife, of Washington County, in the State of Maryland. **Witnesseth**, that for and in consideration of the sum of five hundred and twenty seven dollars and forty cents, now due from me the said Benjamin Mitchell to James B. Ditto on a certain promissory note or writing obligation under seal, dated on the seventh day of March, eighteen hundred and seventy four, and conditioned for the payment of the sum of four hundred and fifty dollars to the said James B. Ditto or order, by me the said Benjamin Mitchell and W. D. Mitchell on or before the first day of December, eighteen hundred and seventy six, with interest as specified in said writing obligating said sum of five hundred and twenty seven dollars and forty cents, being the principal and accrued interest to this thirteenth day of February, eighteen hundred and seventy seven, we the said Benjamin Mitchell and Ellen Mitchell, his wife, do grant unto the said James B. Ditto, all our right, title, interest and estate in and to the following described lands and premises, it being all that messuage or tenement in the Town of Hancock, Washington County, Maryland, marked and numbered on the plat of said Town of Hancock as number twenty one (21) of "Brent's Addition to Hancock," and the same premises conveyed to the said Benjamin Mitchell by deed from John M. Hedding, and wife, dated on the 23rd day of April, eighteen hundred and seventy five, and recorded in Liber No. 74, folio 523 and 524 of the Land Records of Washington County, to which reference is hereby made. **Provided**, that if we [*sic.* I] the said Benjamin Mitchell shall pay on or before the thirteenth day of February, eighteen hundred and seventy nine, the said sum of five hundred and twenty seven dollars and forty cents with the interest thereon from the thirteenth day of February, eighteen hundred and seventy seven, then this mortgage to be void. Witness our hands and seals, the day and year first above written.

Witness: Test W. H. Lowe

Benjamin Mitchell {Seal}
Ellen Mitchell {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this thirteenth day of February, eighteen hundred and seventy seven, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared Benjamin Mitchell and Ellen Mitchell, his wife, and did acknowledge the foregoing mortgage to be their respective act. And at the same time appeared James B. Ditto and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

W. H. Lowe, J.P.

This Deed made this 24th day of September 1879 by James B. Ditto, **Witnesseth**, that in consideration of five hundred dollars, the said James B. Ditto doth grant unto the Hancock Building and Loan Ass. No. 2 all that property which is described in a deed of Mortgage from Benj. Mitchell and Ellen, his wife, dated on February 13, 1877 and recorded among the Land Records of Washington County, Md., with interest thereon. The within mortgage being that which is hereby assigned. Witness my hand and seal this 24th day of September 1879.

W. H. Perkins, Chas. R. Gregory

James B. Ditto {Seal}
Maria C. Ditto {Seal}

Benjamin Mitchell Family History

For value received the Hancock Building and Loan Association No. 2, of Hancock, Washington Co., Maryland, hath hereby released the within and foregoing Mortgage and hath duly appointed W. H. Perkins, its President, under is common seal to execute said release. In testimony whereof, I have hereunto set my hand [and] caused to be affixed the said seal this 25th day of February, A.D. 1884.

Test: Chas. R. Gregory {Seal}

(Recorded Feby. 29, 1884)

Wm. H. Perkins, President
Hancock Building and Loan Association No. 2
Hancock, Washington County, Md.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 77, p 438, 2/12/1879.

At the request of Wm. & Benj. Mitchell the following deed was recorded February 12th 1879.

This Deed, made this tenth day of February in the year eighteen hundred and seventy nine by us George Schley and Lewis C. Smith, Trustees. **Witnesseth**, whereas by a decree of the Circuit Court for Washington County, sitting as a Court of Equity, passed on the seventeenth day of August in the year eighteen hundred and seventy four, in the case of Adolphus W. Smith, et. al., vs. William Smith and John Frederick Smith, which cause is known upon the Docket of said Court as Number 2542, we the said George Schley and Lewis C. Smith, were appointed Trustees, to sell the land decreed to be sold; and whereas in pursuance of said decree, we the said George Schley and Lewis C. Smith, Trustees as aforesaid, did sell said land to Adolphus W. Smith, Alexander J. Smith, and Agnus C. Smith who failed to pay the purchase money therefore, in consequence whereof the said Court by an order passed in said cause on the seventeenth day of April, eighteen hundred and seventy eight, authorized, empowered and directed the said Trustees aforesaid, to resell said lands, in pursuance of which order we the said George Schley and Lewis C. Smith, Trustees as aforesaid, have sold said lands to William David Mitchell and Benjamin Mitchell, Junior, at and for the sum of two hundred and sixty two dollars and fifty cents, which sale has been duly satisfied by said Court, and whereas the purchaser, the said William David Mitchell and Benjamin Mitchell, Junior, have fully paid the purchase money aforesaid; Now, therefore, on consideration of the premises, we, the said George Schley and Lewis C. Smith, Trustees as aforesaid, do grant unto the said William David Mitchell and Benjamin Mitchell, Junior, all the right, title, interest and estate of all the parties to the aforesaid cause, in and to the undivided one fifth part in and of all that real estate, lying in Indian Spring Election District, in the county of Washington, in the State of Maryland, consisting of a part of a tract of land called "Laws' Fields," part of a tract of land called "Joseph's Addition" and part of a tract of land called "Park Head Amended," these three several parts of tracts of land lying contiguous, and all embraced within the following metes and bounds, courses and distances. **Beginning** for the whole tract hereby conveyed at a Portland Free Stone standing at the end of the first line of a deed from Jacob Wiles to William R. Smith, bearing date the twenty seventh day of March, in the year eighteen hundred and thirty five and recorded in Liber "Z," folio 370, one of the Land Records of the aforesaid County of Washington. Being also the beginning of a tract of land called "Castle Howe" and running thence with the lines of the said deed from Jacob Wiles to William R. Smith, the following courses and distances: North fifty nine degrees East fifty six perches; thence North thirty three degrees West thirty six perches; thence North fifty three and one half degrees East ninety five perches to a marked white oak tree; thence South two and one half degrees East eighty nine and one half perches to where formerly stood a marked hickory tree, near the end of the eighth line of the whole tract called "Laws' Fields," thence South seventy degrees East three perches to the end of the said eighth line; thence with the ninth line of "Laws' Fields," South sixty seven degrees East twenty eight perches; thence North twenty two degrees East three and one half perches to the eighth line of "Joseph's Addition;" then with said eighth line of "Joseph's Addition" South seventy degrees East fifty one perches to the end thereof; then still with the lines of "Joseph's Addition" South two degrees East fifty perches; then South forty six and one half degrees West one hundred and six perches to a marked Ash tree; then North eighty eight degrees West eighty one perches; then North four degrees East fifty four perches to the end of the first line of "The Resurvey on Laws Fields;" then reversing that

Benjamin Mitchell Family History

line, North thirty one degrees West twenty four perches to the end of the fifth line of the second parcel of the land mentioned and described in the aforesaid deed from Jacob Wiles to William R. Smith; then reversing the lines thereof North seventy seven degrees West twelve and one half perches to a Sycamore tree; thence North forty degrees West twenty three and one half perches; then North sixty three degrees West twenty four perches; thence North sixty degrees East thirty perches to the place of the beginning. **Containing** one hundred and sixty five acres, more or less, of land. The premises hereby conveyed being the one undivided fifth part of the Real Estate of which the said William R. Smith, deceased, was possessed at the time of his death, and the same property devised by the said William R. Smith to his widow and children, by his Last Will and Testament, bearing date the twenty fourth day of May, A.D. 1852, and duly admitted to probate by the Orphans' Court of Washington County. Witness our hands and seals.

Test: Thos. Taggart

George Schley

Lewis C. Smith, Trustees

State of Maryland, Washington County, to wit: I hereby certify that on this tenth day of February A.D. 1879, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for the County of Washington, personally appeared George Schley and Lewis C. Smith, Trustees, and did each acknowledge the foregoing deed to be their respective act.

Thos. Taggart, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 78, p 276, 8/21/1879.

At the request of Wm. & Benj. Mitchell the following deed was recorded August 21st 1879.

This Deed, made this twenty eighth day of December in the year eighteen hundred and seventy eight by us, Samuel Beard and Maria L. Beard, his wife, of the County of Washington, in the State of Maryland. **Witnesseth**, that in consideration of the sum of two hundred and sixty two dollars and fifty cents, we the said Samuel Beard and Maria L. Beard, his wife, do grant unto William David Mitchell and Benjamin Mitchell, Jr., all our right, title, interest and estate, both at law and in Equity, (the same being one undivided fifth interest) in and to all that real estate, lying in Indian Spring Election District, in the County and State aforesaid, consisting of a part of a tract of land called "Laws Fields," part of a tract of land called "Joseph's Addition," and part of a tract of land called "Park Head Amended," these three several parts of tracts of land, lying and being contiguous to one another and all embraced within the following metes and bounds, courses and distances. **Beginning** for the whole tract hereby conveyed at a Portland Free Stone standing at the end of the first line of a deed from Jacob Wiles to William R. Smith, bearing date the twenty seventh day of March, in the year eighteen hundred and thirty five and recorded in Liber "Z," folio 370, one of the Land Records of the aforesaid County of Washington. Being also the beginning of a tract of land called "Castle Howe" and running thence with the lines of the said deed from Jacob Wiles to William R. Smith, the following courses and distances: North fifty nine degrees East fifty six perches; thence North thirty three degrees West thirty six perches; then North fifty three and one half degrees East ninety five perches to a marked white oak tree; then South two and one half degrees East eighty nine and one half perches to where formerly stood a marked hickory tree, near the end of the eighth line of the whole tract called "Laws' Fields," thence South seventy degrees East three perches to the end of the said eighth line; thence with the ninth line of "Laws' Fields," South sixty seven degrees East twenty eight perches; thence North twenty two degrees East three and one half perches to the eighth line of "Joseph's Addition;" then with said eighth line of "Joseph's Addition" South seventy degrees East fifty one perches to the end thereof; then still with the lines of "Joseph's Addition" South two degrees East fifty perches; then South forty six and one half degrees West one hundred and six perches to a marked Ash tree; then North eighty eight degrees West eighty one perches; then North four degrees East fifty four perches to the end of the first line of "The Resurvey on Laws Fields;" then reversing that line, North thirty one degrees West twenty four perches to the end of the fifth line of the second parcel of the land mentioned and described in the aforesaid deed from Jacob Wiles to William R. Smith; then reversing the lines thereof North seventy seven degrees West twelve and one half perches to a Sycamore tree; thence North forty degrees West twenty three and one half perches; then North sixty three degrees West twenty four perches; then North sixty degrees East thirty perches to the place of the beginning. **Containing** one hundred and sixty five acres, more or less, of land. Saving and excepting nevertheless from the operation of this conveyance a grave yard or burial ground on the premises aforesaid, containing about one quarter of an acre of land, which is hereby reserved as also the right to enter upon the same for the purposes for which it was laid off. The premises hereby conveyed being the same real estate of which the said William R. Smith, deceased, was possessed at the time of his death, and the same property devised by the said Smith to his widow and children, (of the latter of whom the said Maria L. Beard is one) by his Last Will and Testament, bearing date the twenty fourth day

Benjamin Mitchell Family History

of May, A.D. 1852, and duly admitted to probate by the Orphans' Court of Washington County.
Witness our hands and seals.
Teste: Lancelot Jacques, Wit.
Isaac Clark, Wit.

his
Samuel X Beard {Seal}
mark
Maria L. Beard {Seal}

State of Maryland, Washington County, to wit: I hereby certify, that on this twenty eighth day of December, A.D. 1878, before me the subscriber, a Justice of the Peace of the State of Maryland in and for the County of Washington, personally appeared Samuel Beard and Maria L. Beard, his wife, and did each acknowledge the foregoing deed to the their respective act, acknowledged before:

Samuel Jacques, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 78, p 289, 8/28/1879.

At the request of John S. Mitchell, the following deed was recorded August 28th 1879.

This Deed, made this 18th day of August, in the year eighteen hundred and seventy nine, by us, Benjamin Mitchell and Eleanor Mitchell, his wife, of the Town of Hancock, County of Washington, State of Maryland. **Witnesseth**, that the said Benjamin Mitchell and Eleanor Mitchell, his wife, for and in consideration of the sum of fifteen hundred dollars, do grant unto John S. Mitchell, his heirs and assigns, all that lot of ground, with a frame house thereon with all and every right and privilege, thereunto belonging and shown on the plat of the Town of Hancock as Lot No. 21, of "Brent's Addition to Hancock," and bounded as follows: on the West by the property of C. A. Henderson, on the East by a public alley, fronts on Main Street 66 feet and runs back to Back Street, and the said Executors warrants especially the property hereby conveyed and binds themselves to execute such further assurances as may be required. Witness our hands and seals.

Test: J. B. Ditto
Joseph Harrison

Benjamin Mitchell {Seal}
Eleanor Mitchell {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 18th day of August in the year eighteen hundred and seventy nine, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared Benjamin Mitchell and Eleanor Mitchell, his wife, and acknowledged the foregoing act to be their act.

Joseph Harrison, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 83, p 34, 7/15/1882.

At the request of Benjamin Mitchell, the following deed was recorded July 15th 1882.

This Indenture, made this twenty third day of April in the year of our Lord, one thousand, eight hundred and seventy five between John M Hedding and Elizabeth Hedding, his wife, of the Borough of Bedford, in the County of Bedford, and State of Pennsylvania, of the first part, and Benjamin Mitchell of the town of Hancock, in the County of Washington, and State of Maryland, of the other part. **Witnesseth**, that the said John M Hedding and Elizabeth Hedding, his wife, for and in consideration of the sum of fifteen hundred dollars, lawful money of the United States of America, unto them well and truly paid by the said Benjamin Mitchell at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, align, enfeoff, release and confirm unto the said Benjamin Mitchell, his heirs and assigns, all that messuage or tenement in the town of Hancock in the County of Washington, and State of Maryland, marked and numbered on the plat of said town of Hancock, as number twenty one (21) of "Brent's Addition to Hancock," being the same lot of ground granted and conveyed by Robert Mason to Sarah Blackwell, by deed dated the 09th day of May, A.D. 1850 and recorded May 25th 1850, in Liber J. N. No. 5, folios 160 & 161, one of the land records of Washington County, and the same which was granted and conveyed by said Sarah Blackwell to John D. Hart, be deed dated the second day of May, A.D. 1851, and recorded January 20th 1852 in Liber J.N. No. 6, folio 450, one of the land records of Washington County, Md., and being the same lot of ground which by sundry conveyances and assurances in the law duly had and executed became vested in John M. Hedding, party hereto, together with all and singular the buildings and improvements, Ways, Waters, Water Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging of in anywise appertaining, and the Revisions and Remainders, Rents, Issues and Profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever, of them the said John M Hedding and Elizabeth Hedding, his wife, in law, equity or otherwise howsoever, of in, and to the same and every part thereof, to have and to hold the said lot of ground, hereditaments and premises, hereby granted, or mentioned and intended so to be with the appurtenances unto the said Benjamin Mitchell, his heirs and assigns, to and for the only proper use and behoof of the said Benjamin Mitchell, his heirs and assigns forever. And the said John M Hedding and Elizabeth Hedding, and their heirs, executors and administrators do by these presents, covenant, grant and agree, to and with the said Benjamin Mitchell and his heirs and assign, that they the said John M Hedding and Elizabeth Hedding, his wife, and their heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Benjamin Mitchell and his heirs and assigns against them the said John M Hedding and Elizabeth Hedding, his wife, ant their heirs, against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, shall and will warrant and forever defend. In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals. Dated the day and year first above written.

Sealed and delivered in the presence of
William C. Smith, Annie E. Lind

J. M. Hedding {Seal}
Elizabeth Hedding {Seal}

Benjamin Mitchell Family History

Received the day of the date of the within or foregoing Indenture of the within named Benjamin Mitchell, the sum of fifteen hundred dollars in full of the consideration money therein named.

J. M. Hedding

Bedford County, S.S.: On the twenty third day of April Anno Domini 1875, before me, a Justice of the Peace, in and for said County, personally appeared the above named John M Hedding and Elizabeth Hedding, his wife, and in due form of law acknowledged the above Indenture to be their and each of their act and deed, and desired the same might be recorded as such, and the said Elizabeth Hedding being of full age and separate and apart from her said husband by me thereon privately examined, and the full contents of the above deed being by me first made known to her and did thereupon declare and say that she did voluntarily and of her own free will and accord, sign, seal and as her act and deed, deliver the above written Indenture, Deed or Conveyance, without any coercion or compulsion of her said husband. Witness my hand and seal, the day and year aforesaid.

William C. Smith, J.P.

Bedford County, S.S.: I, Espy M. Alsip, Prothonotary of the Court of Common Pleas, in and for the County of Bedford, do certify that William C. Smith, Esq., before whom the foregoing acknowledgment was made, and who has thereunto subscribed his name, was at the time of making thereof, and still is a Justice of the Peace in and for said County, duly commissioned and qualified, to all, whose acts, as such, full faith and credit as and ought to be given, as well in Courts of Judicature as elsewhere. In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court, this 23rd day of April, A. D. one thousand, eight hundred and seventy five.

Espy M. Alsip, Prothonotary

State of Pennsylvania, County of Bedford, S.S.: Before me the subscriber a Notary Public in and for said County and State personally came the within named John M. Hedding and Elizabeth Hedding, his wife, who in due form of law acknowledged the within indenture to be their act and deed and desired the same might be recorded as such. The said Elizabeth, being of full age, and by me examined separate and apart from her said husband, and the contents of the foregoing indenture being first made fully known to her, declared that she did voluntarily and of her own free will and accord, seal and as her act and seed, deliver the same, without any coercion or compulsion of her said husband. In testimony whereof, I have hereunto set my hand and official seal this 10th day of July, A.D., one thousand, eight hundred and eighty two.

T. J. Trout, Notary Public.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 83, p 35, 7/15/1882.

At the request of John S. Mitchell, the following deed was recorded July 15th 1882.

This Deed, made this eleventh day of July in the year of our Lord, one thousand, eight hundred & eighty two, between Benjamin Mitchell of the first part, and John S. Mitchell of the second part, all of Hancock, Washington County, State of Maryland. **Witnesseth**, that for and in consideration of the sum of fifteen hundred dollars, the receipt whereof is hereby acknowledged, the said Benjamin Mitchell doth convey unto the said John S. Mitchell, his heirs and assigns, all that House and Lot in the town of Hancock conveyed to said Benjamin Mitchell by deed from John M. Hedding & wife, dated the twenty third day of April, A.D. 1875, and acknowledged the tenth day of July, A.D. 1882, together with all and singular the buildings, rights, privileges, hereditaments and appurtenances thereunto belonging or in any wise appertaining. Said House and Lot, being marked and numbered on the plot of said town of Hancock as number twenty one of "Brent's Addition to Hancock," Washington County, Maryland. And the said Benjamin Mitchell hereby doth warrant and defend, against all and every other person or persons whomsoever, the property herein described. In witness whereof, the said Benjamin Mitchell hath hereunto set his hand and seal the day and date first above written.

Witness, John M. Stillwell

Benjamin Mitchell {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on the eleventh day of July, A.D. 1882, before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared Benjamin Mitchell, and acknowledged the foregoing deed to be his act.

Joseph Harrison, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 83, p 36, 7/15/1882.

At the request of Charles W. Henderson, the following deed was recorded July 15th 1882.

This Deed, made this eleventh day of July in the year of our Lord, one thousand, eight hundred & eighty two, between John S. Mitchell and Clara M. Mitchell, his wife, of the first part, and Charles W. Henderson, of the second part, all of Hancock, Washington County, State of Maryland. **Witnesseth**, that for and in consideration of the sum of ten hundred and seventy five dollars, the receipt whereof is hereby acknowledged, the said party of the first part, doth convey unto the said Charles W. Henderson, all that House & Lot situate in the town of Hancock, County of Washington, State of Maryland, being marked and numbered on the plat of said town of Hancock, as number twenty one or "Brent's Addition to Hancock," and conveyed to said John S. Mitchell by deed from Benjamin Mitchell, dated July eleventh 1882, together with all and singular the buildings, rights, privileges, hereditaments and appurtenances thereunto belonging or in any wise appertaining. And the said John S. Mitchell and wife doth hereby warrant and defend, against all and every other person or persons whomsoever, the property herein described. In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and date first above written.

Witness, S. P. Harbaugh

John S. Mitchell {Seal}

Clara M. Mitchell {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on the 11th day of July, 1882, before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared John S. Mitchell and Clara M. Mitchell, his wife, and acknowledged the fore going deed to be their act.

S. P. Harbaugh, J.P.

State of Maryland, Allegany County, S.S.: I, Theo. Luman, Clerk of the Circuit Court for Allegany County, the same being a Court of Law and of Records, do hereby certify that S. P. Harbaugh, Esq., before whom the foregoing acknowledgement was made and whose genuine signature thereto appears, was at the time thereof, and still is, a Justice of the Peace of the State of Maryland, in and for Allegany County, duly commissioned and sworn, and authorized by law to administer oaths to take acknowledgments. In testimony whereof, I hereunto set my hand and affix the Seal of said Circuit Court for Allegany County, at Cumberland this 12th day of July, 1882.

Theo. Luman, Clerk

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 83, p 383, 1/18/1883.

At the request of Samuel Rinehart, the following Deed was recorded January 18th 1883.

This Deed, made this 30th day of December in the year eighteen hundred and eighty two by me William D. Mitchell of Washington County, Maryland to Samuel Rinehart of the same County and State. **Witnesseth**, that for and in consideration of the sum of four hundred and thirty dollars in hand paid to me said William D. Mitchell, the receipt of which is hereby acknowledged. I the said William D. Mitchell do grant unto the said Samuel Rinehart all the following described lands lying and being in Hancock, in said County and State, being the North half of lot Number thirty one in "Brent's Addition to Hancock," fronting on High Street sixty street feet and measuring back to the lines of the lands or portion of said lot Number thirty one sold by Rachael A. Davey and Arthur Davey to Solomon Jenkins and William Cornelius, it being the same property conveyed to one W. D. Mitchell by deed from Rachael A. Davey and Arthur Davey dated September 21st A.D. 1874, and recorded in Liber No. 73, folio 10 of the land records of Washington County to which reference is hereby made. And I the said William D. Mitchell do hereby warrant generally the land hereby conveyed and that I will execute such other and further assurances as may be requisite and necessary. Witness my hand and seal.

Witness, Benjamin Mitchel, Jr.

W. D. Mitchell {Seal}

Joseph Harrison

State of Maryland, Washington County, to wit: I hereby certify that on this 30th day of December in the year A. D. 1883 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Washington County, personally appeared William D. Mitchell and did acknowledge the foregoing deed to be act.

Joseph Harrison, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 86, p 300, 10/1/1884.

At the request of The Board of School Comm. of Wash. Co., the following Deed was recorded October 1st 1884.

This Deed, made this twenty second day of September in the year eighteen hundred and eighty four, by us, Benjamin Mitchell, Sr. and Mary C. Mitchell, his wife, of Washington County in the State of Maryland. **Witnesseth**, that in consideration of the sum of one hundred & twenty dollars, we the said Benjamin Mitchell, Sr. and Mary C. Mitchell, his wife, do grant unto The Board of County School Commissioners of Washington County, all the following described lot or parcel of ground situate in the East end of Hancock in Washington County, aforesaid, lying and being on the South side of the National Turnpike road running through Hancock, and fronting on said Turnpike Road sixty six feet and extending back, the same width, to the property of the Chesapeake and Ohio Canal Company, which bounds the property hereby conveyed on the South, the same being bounded on the East by the property of the said Benjamin Mitchell, and on the West by the property of Mrs. Charles Little, being the same lot or parcel of ground upon which a School House is now being erected. And the said Benjamin Mitchell and Mary C. Mitchell, his wife, do hereby covenant that they will warrant generally the property hereby conveyed and that they will execute such further assurances for said lot or parcel of ground as may be required. And we the said Benjamin Mitchell, and Mary C. Mitchell, his wife, do further covenant that the said The Board of County School Commissioners of Washington County shall quietly enjoy the said lot or parcel of ground. Witness our hands and seals.

Test: Wm. Corneliers, Joseph Harrison

Benjamin Mitchell {Seal}

Mary C. Mitchell {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 22nd day of September in the year eighteen hundred and eighty four, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County aforesaid, personally appeared the above named Benjamin Mitchell, Sr. and Mary C. Mitchell, his wife, and did each acknowledge the within and foregoing deed to be their respective act.

Joseph Harrison, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 87, p. 622, 7/14/1885.

At the request of Chas W. Henderson, the following Deed was recorded July 14th 1885.

This Deed, made this tenth day of July 1885, by us, Benjamin Mitchell and Mary C. Mitchell, his wife, of Everett, Bedford County, Pennsylvania. **Witnesseth**, that for and in consideration of the sum of fifteen hundred dollars, we the said Benjamin Mitchell and Mary C. Mitchell do grant unto Charles W. Henderson of Washington County, Maryland the following described lot and parcel of ground lying and being in the Town of Hancock in the last named County and State, to wit: Lot Number Eleven in Brent's Addition to the said town, as designated upon the plat thereof, and adjoining the property of Samuel Rinehart on the East, the property belonging to the estate of Mrs. Jenkins late of Washington County, deceased, on the West, the property of the Chesapeake and Ohio Canal Company on the South, and situated on Main Street immediately opposite the residence of the said Charles W. Henderson, the premises hereby conveyed having been used in the business of boat building of the said Benjamin Mitchell and improved by a two story brick house and a one story log house and being the same premises conveyed by J. Snively and wife to the said Benjamin Mitchell by deed dated 20th September 1847, recorded in Liber I.N. No. 2, folio 802 and 803, one of the Land Records of Washington County, and in consideration of the said sum of money above named, do also grant, bargain and sell to the said Charles W. Henderson the saw mill believed to be partly on the above described premises, and partly or wholly on the land and premises of the Chesapeake and Ohio Canal Company, and which said saw mill has been used in connection with the business of boat building of the said Mitchell, and we the said Benjamin Mitchell and Mary C. Mitchell warrant the title to the said property generally. Witness our hands and seals.

Test: J. B. Williams
J. A. Gump

B. Mitchell {Seal}
Mary C. Mitchell {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 10th day of July 1885, before the subscriber, a Notary Public for the State of Pennsylvania and County of Bedford, personally appeared Benjamin Mitchell and Mary C. Mitchell, his wife, and did each acknowledge the foregoing deed to be their respective act. In testimony whereof, I have caused the seal of my Notary Office to be affixed this 10th day of July 1885.

John A. Gump, N.P., Everett, Pa.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 88, p. 2, 8/18/1885.

At the request of Martin L. Peck, the following Deed was recorded August 18th 1885.

This Deed, made this first day of July A.D. 1885, by us Benjamin Mitchell [Jr.] and Flora Mitchell, his wife. **Witnesseth**, whereas I the said Benjamin Mitchell, Jr., became a purchaser along with a certain Anne Boyd from John L. McAtee, trustee, in cause No. 3393 on the Docket of the Circuit Court for Washington County, sittings as a Court of Equity, of all those two tracts of land lying in Election District No. 15 and described in a deed from Jacob Wiles to William R. Smith bearing date the 27th day of March A.D. 1835, and recorded in Liber P.P., folio 844, &c., of the Land Records of Washington County, comprising 160 acres, and whereas thereafter said Mitchell & Boyd purchasers filed their petition with exhibits showing that they had agreed upon a division of the land and asking among other things that the trustee, McAtee, convey the land in accordance with said division and that Martin L. Peck be substituted as purchaser in the place of said Benjamin Mitchell, Jr., and his portion of said land conveyed to said Peck who paid the purchase money therefore and the said Court in said cause upon said petition and exhibits and answers thereto passed an order directing said trustee to convey in accordance with said division agreed upon by the purchasers and directed said deed to be made to said Peck instead of said Mitchell, and whereas we the grantors herein desire to confirm said deed to said Martin L. Peck and perfect his title to the said land by this conveyance. Now therefore, in consideration of the premises and the sum of five dollars to us in hand paid, we the said Benjamin Mitchell, Jr., and Flora Mitchell, his wife, do grant, bargain and sell unto Martin L. Peck all of our right, title, interest and estate, in and to all that part of a tract of land lying in Election District No. 15, in Washington County, Maryland and described in said deed from Jacob Willes to William R. Smith dated March 27th 1835, which was set apart as my, said Mitchell's share, to wit: 30 acres and 108 perches to be found described in a deed from John L. McAtee, trustee, to said Martin L. Peck, dated the 29th day of June A.D. 1885 and to which reference is hereby made. Witness our hands and seals.

Witness James H. Small, Joseph Harrison

Benjamin Mitchell, Jr. {Seal}
Flora Mitchell {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this first day of July A.D. 1885, before me the subscriber a Justice of the Peace of the State of Maryland in and for Washington County, personally appeared Benjamin Mitchell, Jr. and Flora Mitchell, his wife, and did each acknowledge the foregoing deed to be their respective act.

Joseph Harrison, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 88, p. 3, 8/18/1885.

At the request of Martin L. Peck, the following Deed was recorded August 18th 1885.

This Deed, made this twenty ninth day of June in the year eighteen hundred and eighty five, by me John L. McAtee, trustee. **Witnesseth**, whereas by a decree of the Circuit Court for Washington County, sitting as a Court of Equity, passed on the 27th day of September in the year 1884, in the case of W. D. Mitchell and others, versus Ann Boyd and Samuel Mason, Jr., being Cause No. 3393. Equity on the Docket of said Court, I the said John L. McAtee was appointed trustee to sell the land decreed to be sold, and did sell that part of the same hereinafter described to a certain Benjamin Mitchell, Jr., who failed to comply with the terms of sale, but filed his petition in said cause along with all the other parties in interest in the sales made in these proceedings asking that a certain Martin L. Peck be substituted as purchaser, in his stead, of the land hereinafter described being his share or part of land heretofore reported as sold to him by this trustee, and whereas upon said petition, exhibits and plats therewith filed, the said Court in said Cause, duly filed passed and order and decree directing that said Martin L. Peck be substituted instead and in place of the said Mitchell as purchaser of the tract of land hereinafter described and directing said trustee upon the payment of the purchase money by said Martin L. Peck to execute a deed conveying to him said land. And whereas the said Martin L. Peck has fully paid the purchase money therefore, and said sale has been duly ratified by said Court, now therefore in consideration of the premises and the sum of four hundred dollars purchase money aforesaid, I the said John L. McAtee trustee do grant and convey to the said Martin L. Peck all the right, title, interest and estate of all the parties to the aforesaid Cause, and all my right and title as said trustee, in and to all that tract of land lying and being situate in Election District No. 15, in Washington County, State of Maryland, described as follows: **Beginning** for a description of the outlines to include the land herein conveyed, at a stone standing near the South margin of "Lawes Run" and at the end of the 4th line of a deed from Jacob Wiles to William R. Smith bearing date on the 27th day of March A.D. 1835, and recorded among the Land Records of Washington County in Liber P.P., folios 844, &c., and running thence reversing 3 lines of said deed North 1- $\frac{1}{4}$ degrees East 88 perches to a White Oak tree and a stone; then South 56- $\frac{1}{4}$ degrees West 96 perches to a stone; South 30- $\frac{1}{2}$ degrees East 50- $\frac{4}{10}$ perches to a stone; then North 68- $\frac{1}{4}$ degrees East 20 perches to a stone; North 89 degrees East 18- $\frac{8}{10}$ perches to a Sycamore tree; North 67- $\frac{1}{2}$ degrees East 8- $\frac{6}{10}$ perches to a Hickory tree; South 55 degrees East 18 perches to a stone; South 40- $\frac{1}{4}$ degrees East 12 perches to a post; South 87 degrees East 8 perches to a post near a high rock; South 57- $\frac{1}{2}$ degrees East 10 perches to a post; South 70 degrees East 28 perches to stones; North 44 degrees West 9- $\frac{1}{2}$ perches to a White Oak tree; North 64- $\frac{1}{2}$ degrees West 57 perches to a stone; the place of beginning. **Containing** in said metes and bounds, courses and distances, the outlines aforesaid, thirty (30) acres and one hundred and eight perches of land, more or less, being part of the same land that was conveyed to William R. Smith by deed from Jacob Wiles, hereinbefore referred to. The said land herein conveyed adjoins the lands of David Hull, Looses' heirs, Samuel Mason, Jr. and the public road. Witness my hand and seal.

Witness Jos. A. Skinner

John L. McAtee, Trustee {Seal}

State of Maryland, Washington County, to wit: I hereby certify that on this 29th day of June A.D. 1855, before me the subscriber a Justice of the Peace of the State of Maryland, in and for

Benjamin Mitchell Family History

Washington County, personally appeared John L. McAtee, trustee, and acknowledged the foregoing deed to be his act.

Jos. A. Skinner, J.P.

Benjamin Mitchell Family History

Washington County Courthouse, Hagerstown, MD, Deed Book 89, p. 449, 9/25/1886.

At the request of P. T. Little, the following Mortgage was recorded September 25th 1886.

This Indenture, made this first day of September, one thousand, eight hundred and eighty six between Benjamin Mitchell, Sr., and Mary, his wife, of Everett, Bedford County, Pa. parties of the first part, and P. T. Little, Administrator for Mary Little, deceased, parties of the second part. **Whereas** the party of the first part is justly indebted to the party of the second part in the amount of **two hundred and twenty five dollars**, which amount is to be paid on the first of September, one thousand, eight hundred and eighty nine, with interest, the interest to be paid semi-annually, the party of the first part having the privilege to pay the account before the expiration of the time, the said party of the first part for the better securing the payment of the money do grant and convey unto the second party his heirs, executors or administrators all right, title and claim in the land known as "Round Top Farm," adjoining the lands of George Brooks and John Norris in Washington County, Md. If the party of the first part fails to pay the amount named at the time stated above, the party of the second part has the right to sell at public sale to the highest bidder for cash and pay himself the amount due, and the remainder to be paid to the party of the first part, his heirs, executors or administrators. If the party of the first part, his heirs, executors or administrators shall pay or cause to be paid to the party of the second part, his heirs, executors or administrators, the sum of money herein named, then this indenture shall cease and be null and void. Witness our hands and seals.

Witness: J. A. Gump

Benjamin Mitchell {Seal}

Mary C. Mitchell {Seal}

Bedford County, S. S.: Before me a Notary Public, in Everett Borough & County aforesaid, appeared Benjamin Mitchell & Mary C. Mitchell, his wife, who acknowledged this to be their act and deed, and that the same may be recorded as such. J. A. Gump, N.A.

State of Maryland, Washington County, to wit: I certify that on this 20th day of September 1886, before me the subscriber a Justice of the Peace in and for said County, personally appeared Phillip T. Little, the Mortgagee and Administrator as aforesaid, and made oath in due form of law that the consideration mentioned and set forth is true and bona fide as therein set forth.

Sworn before:

Joseph Harrison, J.P.

I hereby release the foregoing Mortgage. Witness my hand and seal this 18th day of Oct. A.D. 1904.

Test. Geo. B. Oswald, Clerk

P. T. Little, Administrator