April Term 1872.

Certified by George W. Smoot Regr.

On the acct of the rise of lands of late I promise to pay the named Sally, Betsy, Polly, Hannah (alias Caroline) in my will the sum of nine hundred pounds to be paid agreeable to my will, that is to say to Sally three hundred pounds one year after my decease, to Betsy two hundred pounds three years after my decease, to Polly two hundred pounds seven years after my decease, to Hannah alias Caroline two hundred pounds ten years after my decease, for which payment well and truly to be made. I bind myself my heirs and executors in the penal sum of eighteen hundred pounds lawful money of the State of Maryland, given under my hand and seal this second day of January in the year of our Lord God one thousand eight hundred and fourteen

Signed sealed and delivered } Jacob Hershner (seal)
in presence of us. Conrad Cronk }
Nicholas Ridenour. Michael Bovey. John Winter (in German

Washington County Set.

Be it remembered that on this 14th day of March 1815 personally appeared before the subscriber a justice of the Peace of the State of Maryland for Washington County Michael Bovey and Conrad Cronk and made oath on the Holy Evangely of Almighty God that the above instrument of writing was executed and signed by Jacob Hershner whose name is thereunto subscribed on the 2nd day of January 1814 and at his request the said Michael Bovey and Conrad Cronk subscribed their names thereto together with Nicholas Ridenour and John Winter as witness thereto.

Sworn before John Boyle.

State of Maryland Washington County to wit

In Testimony whereof that the foregoing is a true copy of the original last will and testament of Jacob Hershner deceased of record and remaining on file in my office

I William Logan Register of Wills for Washington County do hereunto set my hand and affix the

April Term 1873

Seal official seal of my office this 3rd day of April AD 1860

William Logan Register

Which was duly admitted to probate by the Orphans Court of Washington County which took place sometime in the year 1815. And then proved by David Spigler a competent witness that the said Jacob Hershner mentioned in the said will, was the brother of the defendant Gustavus and that after the death of the testator the two brothers devisees named in the will entered into possession of the lands mentioned in the said deeds, and that they remained in the joint occupancy thereof until 1838 when the said Jacob died intestate leaving a widow Susan, and leaving the plaintiff Andrew J his only child and heir at law. And further proved by the said Spigler that in 1838 the time of the death of his father the said Andrew was an infant, not over a month old, that his witness knew the said Jacob the father of the plaintiff, for about fifteen years prior to his death, that he lived in the old Mansion House near the Conococheague Creek in the County on one part or tract of the lands, that he was the elder of the two brothers and superintended and controlled all the farming operations and business up to the time of his death, that the widow of the said Jacob still ~~remains~~ survives here and is the sister of the witness, that the said Jacob built a two story stone house on the said farm before his death, the old one was a log house, that witness lived about a mile and a half or two miles from the farm, that Jacob conducted the farm and managed the business Gustavus was living on the place was sometimes there and often absent but that he had no other home, that witness knew of that witness was there when the new house was being built by Jacob, and that Jacob was there managing, conducting and superintending, Gustavus was frequently away, but had no other home, but witness could not say who paid for the house And then called Susan Hershner the mother of the plaintiff and proved by her that she was married unto the said Jacob Hershner about 32 years ago about one year and a half before