

COLUMBUS BROOKS FAMILY HISTORY

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PREFACE

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.

Thank you.

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Columbus Brooks was born in 1842, in Virginia, per the 1870 census.

The Civil War began on April 12, 1861.

On 11/23/1863, George Hughes, of Cumberland, Md. registered the canal boats *John B. Turton* and *American Flag*, hailing out of Cumberland, both Class A, 90'-3" in length, 14'-2" in breadth, 10" draft empty and 60" draft loaded.¹

We can confirm that the canal boat *John B. Turton* arrived in Georgetown on 10/14, 11/6, 11/18 and 12/1/1864.²

The Civil War ended on April 9, 1865.

We can confirm that the canal boat *John B. Turton* arrived in Georgetown on 4/16/1867.³

We can confirm that the canal boat *John B. Turton* arrived in Georgetown on 4/14, 5/5, 6/25, 7/21, 7/29 and 8/29/1868.⁴

Then on Nov. 2, 1868, in consideration of \$1,000, the Central Coal Mining and Manufacturing Company sold the canal boats "Iowa," "Ohio," "J. B. Turton" and "American Boy" to George Hughes.⁵ It may be that George Hughes used the four canal boats as collateral for a \$1,000 loan, like a home equity loan today. This mortgage was released on Jan. 19, 1869.

However, on Jan. 20, 1869, in consideration of \$1,220, the Central Coal Mining and Manufacturing Company sold the same canal boats "Iowa," "Ohio," "J. B. Turton" and "American Boy" to George Hughes.⁶ That would suggest that George Hughes had not made his installment payments or had otherwise remained in financial debt.

The 1870 census listed Columbus Brooks, age 28, a boatman, living in Cumberland, Md.⁷ Living with him was: Jonathan Roland, age 38, relation not indicated, a boatman. The 1870 thru 1872 coal trade data remains to be transcribed.

On 3/10/1873 George Hughes, of Cumberland, Md., registered canal boat *J. B. Turton*, Class A, 92' in length, 14' in breadth, 15" in draught empty and 54" in draught loaded.⁸ Notice that the dimensions of this *J. B. Turton* canal boat were different from the 1863 registration. Was the original canal boat destroyed during the Civil War and this was a replacement, built by Frederick Mertens for the Central Coal Mining and Manufacturing Company?

¹ *REGISTERS ISSUED TO BOATS TO NAVIGATE THE CHESAPEAKE AND OHIO CANAL* 1862 to 1869, available at www.candocanal.org/histdocs/index.html.

² *Canal Trade – 1864*, available at www.candocanal.org/histdocs/index.html

³ *Canal Trade – 1867*, available at www.candocanal.org/histdocs/index.html

⁴ *Canal Trade – 1868*, available at www.candocanal.org/histdocs/index.html

⁵ Allegany County Courthouse, Cumberland, Md., Deed Book 27, page 607, 9/2/1868.

⁶ Allegany County Courthouse, Cumberland, Md., Deed Book 28, page 444, 1/20/1869.

⁷ 1870 Census, Maryland, Allegany County, Cumberland, enumerated 6/18/1870, p. 399B.

⁸ *REGISTERS ISSUED TO BOATS TO NAVIGATE THE CHESAPEAKE AND OHIO CANAL* 1873, 1874 & 1875, available at www.candocanal.org/histdocs/index.html.

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We can confirm that the canal boat *John B. Turton*, departed Cumberland, Md., on 4/1, 5/24, 7/2, 7/19, 8/4, 9/10, 9/23, 11/12 and 11/29/1873 always bound for Alexandria, freighting New Central Coal Company coal, except the one trip on 4/1/1873 which was Hampshire & Baltimore Coal Company coal.⁹ Notice the few departures early in the boating season and a gap in departures during October. Data may be missing.

We can confirm that the canal boat *John B. Turton*, departed Cumberland, Md., on 7/27, 8/6, 10/14 and 11/5/1874 bound for Georgetown with New Central Coal Company coal.¹⁰ There was also one arrival at Alexandria on 8/25/1874 with coal to John P. Agnew. Clearly some data is missing.

On Aug. 20, 1875, in consideration of \$1,062.14, Frederick Mertens sold canal boats “American Boy,” “Ohio,” “J. B. Turton” and “A. Lincoln” to George Hughes.¹¹ It may be that these four boats were rebuilt by Frederick Mertens in the first part of 1875, and then sold when the repairs were completed. We can confirm that the canal boat *John B. Turton*, departed Cumberland, Md., on 11/25/1875.¹² Surely there were more trips between August and November, 1875, just not yet found.

We can confirm that the canal boat *John B. Turton*, with Capt. Brooks departed Cumberland, Md., on 5/3, 5/13, 5/30, 6/16, 7/3, 7/20, 8/1, 8/28, 9/28, 10/25, and 12/4/1876 always bound for Georgetown freighting New Central Coal Company coal.¹³

We can confirm that the canal boat *John B. Turton*, with Capt. Brooks departed Cumberland, Md., on 4/14, 5/2, 5/21, 6/5, 6/20, 8/28, 9/10, 9/26, 10/8, 10/12, 10/23, 11/9 and 11/26/1877 always bound for Georgetown, freighting New Central Coal Company coal.¹⁴

Notice the gap starting after June 20. In mid-June, several boatmen talked about a strike to raise their pay from \$0.75 per ton to \$1.00 per ton to Georgetown. An actual strike began on or about June 25, 1877 with boats rendezvousing at “Rogue Harbor,” about 22 miles above Georgetown. President Gorman visited the boats, advised with them, they concluded to go to work, breaking up the jam of boats. The boats moved up to Point of Rocks and stopped, tying up four abreast so that other boats could not pass either up or down. The boats came up as far as Sir John’s Run, where many tied up and the crews went home for the harvest.

The Sheriff of Washington county and Superintendent Stanhope visited the boatmen at Sir John’s Run on Sunday, July 1, and requested them to make way for any boats that desired to pass. That was done, yet 90 boats remained lying there.

⁹ *Canal Trade – 1873*, available at www.candocanal.org/histdocs/index.html

¹⁰ *Canal Trade – 1874*, available at www.candocanal.org/histdocs/index.html

¹¹ Allegany County Courthouse, Cumberland, Md., Deed Book 46, page 62, 8/21/1875.

¹² *Canal Trade – 1875*, available at www.candocanal.org/histdocs/index.html

¹³ *Canal Trade – 1876*, available at www.candocanal.org/histdocs/index.html

¹⁴ *Canal Trade – 1877*, available at www.candocanal.org/histdocs/index.html

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Some few boats did pass when they showed a waybill stating their freight was \$1.00 per ton; although other boats with similar waybills from other coal companies were denied transit. On July 26 incendiaries tried to burn the canal boat *A. C. Green* tied up at Sir John's Run; the attempt failed. However, *Star No.3* was successfully torched on or about July 29th. Things were getting out of hand. The Governor sent in troops starting on August 8. The troops were to disperse between Hancock and Sir John's Run. The strikers demanded their trippage fees be reduced by \$10 per trip. On Aug. 11, Mayor Mayberry, of Hancock, proceeded to the head of the blockade and placed under arrest nine men, ostensibly on the charge of arson in burning the steamer *Star No. 3*, but the boatmen say with a view to remove what they term the "ringleaders." The parties are stated to be John Cahill, Lafayette Eichelberger, N. P. Long, Simon Weston, Robert Reid, George Little, Harvey Davis, Beverly Brooks and Joseph Birch. They were taken to Hagerstown in charge of the sheriff and posse, accompanied by military.¹⁵ That action effectively opened the blockade and within forty-eight hours everything appeared quiet.

In 1878, the *J. B. Turton* was listed as Captained by Columbus Brooks, owned by George Hughes, built by Frederick Mertens, rebuilt in 1871.¹⁶ Since George Hughes owned the boat, at least, from 1863 through 1878, and a Captain Brooks was listed as captain during these later years, we surmise that it was Capt. Columbus Brooks, all the time. He would have been 21 years of age in 1863. No records of the *J. B. Turton* freighting on the canal after 1877 have been found.

¹⁵ *Frostburg Mining Journal*, Frostburg, Md., newspaper, Saturday, 8/11/1873, p. 3.

¹⁶ *BOAT REGISTRY 1878*, available at www.candocanal.org/histdocs/index.html

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Allegany County Courthouse, Cumberland, MD, Deed Book 27, page 607, 9/2/1868.

At the request of the Central C. M. & M. Co. this Mortgage was recorded Sept. 2nd 1868.

This Indenture made this second day of November eighteen hundred and sixty eight between George Hughes of Allegany County, State of Maryland party of the first part and The Central Coal Mining and Manufacturing Company, of Allegany County, State of Maryland parties of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boats called "Iowa," "Ohio," "J. B. Turton" and "American Boy" at and for the sum of One thousand dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: Ten dollars per trip on each and every trip said Boats shall make from Cumberland to Georgetown, Alexandria or Washington City, until the one thousand [dollars] with interest, is fully paid, crediting the respective payments thereon as of the time when such payments shall be made.

And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part that the said party of the first part shall use the said Boats exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City, in regular trips, both day and night, with as much expedition & regularity as can be reasonably done and to receive the loads of the said Boats promptly at each trip, with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire & Baltimore Coal Company; and keep said Boats in proper repair; & that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said Boats to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent, all of which said stipulations the said party of the first part covenants and agrees with the said party of the second part & its assigns, to fulfill and perform, provided always that if the said Company, should not furnish loading for said Boats within twenty four hours after the Boats have been reported by their Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip if such want of readiness to load the boat is caused by any default on the part of the said Company, or its agents; but in case of a glut of boats, or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and its assigns the regular, prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now, this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boats

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called "Ohio," "Iowa," "J. B. Turton" and "American Boy" to have and to hold the same unto the said party of the second part and its assigns forever.

Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part shall well and truly pay unto the said party of the second part or its assigns the aforesaid installments 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 party of the first part 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 party of the first part to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, or in case of a failure or neglect 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 transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boat & after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said Canal Boats at public sale as mortgagee to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or its assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part. In witness whereof the said George Hughes hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: J. M. Strong

George Hughes {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this second day of September 1868 before the subscriber personally appeared George Hughes and acknowledged the foregoing instrument to be his act and deed.

J. M. Strong, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this second day of September 1868 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, mortgagee in the foregoing mortgage and made oath on the Holy Evangelical of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth and that he is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereby subscribe my name on the day and year aforesaid.

J. M. Strong, J.P.

I hereby release the foregoing mortgage being duly authorized by the Company to do the same. Witness my hand and seal this 19th day of January 1869. A. Spier, Agent {Seal}

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Allegany County Courthouse, Cumberland, MD, Deed Book 28, page 444, 1/20/1869.

At the request of the Central C. M. & M. Co. this Mortgage was recorded Jan. 20th 1869.

This Indenture made this twentieth day of January eighteen hundred and sixty nine between George Hughes of Allegany County, State of Maryland party of the first part and the Central Coal Mining and Manufacturing Company of Allegany County, State of Maryland party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part the Canal Boats called "Iowa," "Ohio," "J. B. Turton," and "American Boy" at and for the sum of twelve hundred and twenty dollars which the said party of the first part is to pay to the said party of the second part in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifteen dollars per trip on each and every trip said boat shall make from Cumberland to Georgetown, Alexandria, Washington City or any other port until the twelve hundred and twenty dollars with interest is fully paid, crediting the respective payments thereon as of the time when such payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party second part that the said party of the first part shall use the said boats exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City in regular trips both day and night with as much expedition and regularity as can be reasonably done and to receive the loads of the said boats promptly at each trip with the coal of such Company or person as the said party of the second part shall direct and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boat in proper repair, and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer or set over or otherwise by any act or deed permit the said boats to be assigned, transferred or set over unto any person or persons whomsoever without the consent in writing of the said party of the second part or its authorized agent. All or which said stipulations the said party of the first part covenants and agrees with the said party of the second part and its assigns, to fulfill and perform provided always that if the said Company should not furnish loading for said boats within twenty four hours after the said boats have been reported by their Captains at the place of loading ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip, if such want of readiness to load the boat is caused by any default on the part of the said Company or its agents but in case of a glut of boats or in case such default either in loading or unloading happens from any other cause than a personal default of the said Company or its agents, then all the boats carrying coal for it must take their turn in loading and unloading and no claims shall be made for such detention. And whereas the said party of the first part is anxious to secure unto the said party of the second part, and its assigns, the regular and due payment of each and every installment of said purchase money and also to secure to the said party of the second part, and its assigns, the regular prompt and due performance of the covenants aforesaid, the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth that the said party of the first part for and in consideration of the premises hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said party of the second part and its assigns the Canal Boats called "Iowa," "Ohio," "J. B. Turton" and "American Boy" to have and to hold the same unto the said party of the second part and its assigns forever. Provided nevertheless and it is hereby declared to be the true intent and meaning of these presents that if the said party of the first part

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shall well and truly pay unto the party of the second part or its assigns the aforesaid installments 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 party of the first part 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 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 party of the first part to make regular payments on account of said purchase money as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect on the part of the said party of the first part to freight for the Company or person designated by the said party of the second part or its authorized agent, or in case of a failure or neglect to use all diligence, care and skill in making each trip with said boats as before mentioned, or in case said boats are not kept in proper repair, or in case of a transfer without permission as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part, then and in either event the said party of the second part, or its assigns or any duly authorized agent, is hereby authorized to take immediate possession of said boats and after ten days public notice thereof in a newspaper printed in the City of Cumberland to sell said Canal Boats at public sale as mortgagee to the highest bidder for cash or on credit, and out of the proceeds of such sale to pay the expenses of such sale and advertisement and then the balance due to said party of the second part or the assigns of said purchase money and interest, and if there be any overplus the said party or its assigns are to pay the same to the said party of the first part.

In witness whereof the said George Hughes hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: Andrew Gonder

George Hughes {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twentieth day of January 1869 before the subscriber personally appeared George Hughes and acknowledged the foregoing instrument to be his act and deed.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: Be it remembered and it is hereby certified that on this twentieth day of January 1869 before me the subscriber a Justice of the Peace of the State of Maryland in and for Allegany County personally appeared A. Spier, mortgagee in the foregoing mortgage and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth and that he is the Agent of and authorized by the Central Coal Mining and Manufacturing Company to make such affidavit. In witness whereof I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, J.P.

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Allegheny County Courthouse, Cumberland, Md., Deed Book 46 page 62, 8/21/1875.

At the request of Frederick Mertens this Mortgage was recorded August 21st 1875.

This Indenture made this twentieth day of August eighteen hundred and seventy-five between George Hughes of Allegheny County, State of Maryland, party of the first part, and Frederick Mertens of Allegheny County, State of Maryland, party of the second part. Whereas the said party of the second part has this day sold to the said party of the first part, the Canal Boats called "American Boy," "Ohio," "J. B. Turton" and "A. Lincoln" at and for the sum of one thousand and sixty two 14/100 dollars, which the said party of the first part is to pay to the said party of the second part, in installments and in the manner and upon the terms hereinafter mentioned, to wit: fifteen dollars for each and every trip the above named Boats shall make from Cumberland to Georgetown, Washington, Alexandria or any other point, until the entire sum of purchase money with interest is fully paid, crediting the respective payments thereon as of the time said payments shall have been made. And whereas it was part of said contract of purchase and sale between the said party of the first part and the said party of the second part, that the said party of the first part shall use the said boats exclusively in freighting coal from Cumberland to Georgetown, Alexandria or Washington City; in regular trips, both day and night, with as much expedition and regularity as can be reasonably done; and to receive the loads of the said boats promptly at each trip with the coal of such company or person as the said party of the second part shall direct; and to freight the same at the lowest current rates which shall be paid by the Cumberland Coal and Iron Company, the Borden Mining Company, the Consolidation Coal Company and the Hampshire and Baltimore Coal Company, and keep said boats in proper repair; and that the said party of the first part will not during the continuance of this instrument of writing, assign, transfer, or set over, or otherwise by any act or deed permit the said boats to be assigned, transferred or set over unto any person or persons whomsoever, without the consent in writing of the said party of the second part or his authorized agent, all of which said stipulations the said party of the first part hereby covenants and agrees with the said party of the second part and his assigns to fulfill and perform. Provided always that if the said company should not furnish loading for said boats within twenty four hours after the boats has been reported by the Captain at the place of loading, ready to receive her load, then the said party of the first part shall have the right of loading wherever he chooses for that trip – if such want of readiness to load the boats is caused by any default on the part of the said company, or its agents; but in case of a glut of boats, or in case such defaults, either in loading or unloading, happens from any other cause than a personal default of the said company, or its agents, then all the boats carrying coal for it must take their turn in loading and unloading, and no claim shall be made for such detention.

And whereas the said party of the first part is anxious to secure unto the said party of the second part, and his assigns, the regular and due payment of each and every installment of said purchase money, and also to secure to the said party of the second part and his assigns, the regular, prompt and due performance of the covenants aforesaid; the said party of the first part is willing to execute these presents. Now this Indenture Witnesseth, that the said party of the first part, for and in consideration of the premises, hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said party of the second part and his assigns, the Canal Boats called "American Boy," "Ohio," "J. B. Turton" and "A. Lincoln" to have and to hold the same unto the said party of the second part and his assigns forever. Provided nevertheless, and it

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is hereby declared to be the true intent and meaning of these presents, that if the said party of the first part shall well and truly pay unto the said party of the second part, or his assigns, the aforesaid installments 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 party of the first part 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 party of the first part to make regular payments on account of said purchase money, as herein provided, or in case of a failure to make regular trips as aforesaid with said boat, or in case of a refusal or neglect upon the part of the said party of the first part to freight for the company or person designated by the said party of the second part, or his authorized agents, or in case of a failure or neglect to use all diligence, care and skill in making such trips with said boats, as before mentioned, or in case said boats is not kept in proper repair, or in case of a transfer without permission, as aforesaid, or in case of a failure to perform any of the stipulations or recitals in this mortgage named to be done and performed on the part of the said party of the first part, then and in either event, the said party of the second part, or his assigns, or any duly authorized agent, is hereby authorized to take immediate possession of said boat and after ten days public notice thereof in a newspaper printed in the City of Cumberland, to sell said Canal Boat or boats at public sale, as mortgagee, to the highest bidder, for cash or on credit; and out of the proceeds of such sale pay first the expenses of such sale and advertisement, and then the balance due to said party of the second part, or his assigns, of said purchase money and interest, and if there be any overplus, the said party or his assigns are to pay the same to the said party of the first part.

In witness whereof the said George Hughes hath hereunto subscribed his name and affixed his seal on the day and year first above written.

Teste: H. J. Flanagan.

George Hughes {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this 20th day of August 1875, before the subscriber, personally appeared George Hughes and acknowledged the foregoing instrument to be his act and deed.

H. J. Flanagan, J.P.

State of Maryland, Allegany County, to wit: Be it remembered, and it is hereby certified that on this 20th day of August 1875 before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Frederick Mertens, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God that the consideration set forth in the foregoing mortgage is true and bona fide, as herein set forth. In witness whereof I hereunto subscribe my name, on the day and year aforesaid.

H. J. Flanagan, J. P.