

GEORGE W. SPATES FAMILY HISTORY

Including the research of
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MAY 2017
Revision 1, MARCH 2025

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PREFACE

At the end of this story, a table of vital statistics for the Spates family is provided, initially based on the work of Elizabeth R. Frain.¹ Subsequent census reports, marriage records, obituaries, draft registration cards, etc., provided different data, so the table was revised. This is a work in progress; new information would be most welcome.

Ms. Pat Andersen of the Montgomery County Historical Society contributed all the articles from the Montgomery County Sentinel newspaper and the Book [Liber] and page [folio] for Deeds, Mortgages, Bills of Sale, etc., from the Montgomery County Land Records. Thank you so much.

All manuscript source materials referred to in this report are deposited in the Department of the Interior files at the National Archives and are designated Record Group 79.

The map portion has the “HistoricMapWorks.com” watermark. I paid to download the entire Medley District digital map and then cropped the image to the area of interest. Readers are encouraged to visit that website for historical maps of interest.

This revision incorporates four vouchers signed by Alfred W. Spates from the Michael Marmer Collection. Thank you, Mike.

Many thanks to Sarah Hedlund, Director of Library and Archives, Montgomery History, [shedlund@montgomeryhistory.org], for providing lists of properties purchased and sold.

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

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¹ *Monocacy Cemetery*, Beallsville, Montgomery County, Maryland, Heritage Books, 2012.

George W. Spates Family History

George W. Spates was born in Sept. 1825, to Richard Purnell Spates and Amelia Brashears Spates. His younger brother, Richard P. Spates, Jr., was born in 1830. Both brothers grew up in Montgomery County, Md. At the risk of getting ahead of the story, the existence of a sister, Frances [sic, Francis?] Spates, married to Oliver W. Spedden, of Baltimore City, Md., was discovered in the estate settlement of their father, Richard P. Spates.² No further information was investigated regarding the sister.

On Nov. 28, 1840, Richard P. Spates, in consideration of \$1,098.50, purchased a 168.5-acre farm from George W. and Jane B. Peter, with all the buildings, improvements, &c.³ This became the Richard P. Spates family farm.

On Sept. 28, 1846, George W. Spates [age 21] married Ann Boyd Fields [age 21] in Montgomery County, Maryland.

On Nov. 6, 1849, Richard P. Spates, Jr., [age 19] married Margaret B. Lee [age 18] in Baltimore, Md., where that branch of the family remained and had no involvement with the Chesapeake and Ohio Canal.

The 1850 Census listed Richard P. Spates, age 58, a blacksmith, with real estate valued at \$3,750, living in Medley District.⁴ Living with him were: Amelia, age 35 [sic. 55], wife; Hilleary Plummer, age 21, black, a laborer, and Peter Plummer, age 5, black. He also had 7 slaves, a male 75 years, a male 70 years, a male 25 years, a male 2 years, a male 1/12 years, a female 58 years, and a female 25 years old.⁵ The ages suggest a black family helping with the blacksmithing, whereas Hilleary and Peter Plummer must have been free blacks living in the same household.

The same 1850 Census listed George W. Spates, age 25, a farmer, living in Medley District.⁶ Living with him were: Ann, age 23 [sic. 25], wife; Fanny T., age 3, daughter; Sarah, age 1, daughter; and John C. F., age 1/12, son. From that census, we conclude that daughter Frances T. was born in 1847, daughter Sarah was born in 1849, and son John C. F. was born in May 1850. Subsequent censuses and other reports indicate that John C. F. Spates was really Richard Fremont Spates.

On Feb. 22nd, 1851, Richard P. and Amelia Spates, in consideration of \$1,000, sold the 168.5-acre farm to their son, George W. Spates.⁷

On April 4, 1853, in consideration of \$1,500, George W. Spates entered into a Bond of Conveyance with Benjamin P. Power of Baltimore City, Md., for 177 acres, more or less, together with the buildings, improvements, advantages, and appurtenances to the same

² Montgomery County Courthouse, Rockville, MD, Deed Book EBP 3, p. 446, recorded 2/19/1867.

³ Montgomery County Courthouse, Rockville, MD, Deed Book BS 10, p. 342, recorded 2/3/1841.

⁴ 1850 Census, Maryland, Montgomery County, Medley District, enumerated on 7/11/1850, p. 2.

⁵ 1850 Census – Slave Schedules, Maryland, Montgomery County, Medley District, enumerated on 7/10/1850, p. 23.

⁶ 1850 Census, Maryland, Montgomery County, Medley District, enumerated on 6/24/1850, p. 12.

⁷ Montgomery County Courthouse, Rockville, MD, Deed Book STS 5, p. 237, recorded 3/4/1851.

George W. Spates Family History

belonging.⁸ He bought this farm with all the buildings already on it and forbade Benjamin P. Powers from entering the premises as long as the promissory notes were paid on time. Benjamin P. Power was to grant George W. Spates a deed at the last payment of the three notes. On or about July 19, 1855, Amelia “Millie” B. Spates died; an obituary remains to be found.

On March 13th, 1856, Benjamin Cooley, Jr., and Elizabeth Cooley, his wife, sold two parcels of land to Samuel C. Young for \$1,200.⁹ The first parcel contained 50 square perches, while the second contained 3+ acres.

On Dec. 12th, 1856, George W. Spates co-signed two \$100 notes by John R. Hoskinson to Richard W. Williams. John R. Hoskinson put up his deceased father’s property as security for George W. Spates.¹⁰ Hilleary Hoskinson [b. 7/5/1799, d. 7/16/1855] was the father of John R. Hoskinson,

In 1857, a newspaper reported: “Married on the 11th instant, Richard P. Spates and Jane E. Benton, all of this county.”¹¹ This was his second marriage.

On June 21, 1858, in consideration of \$15, John H. & Henry L. Lowe sold three+ acres of land to George W. Spates.¹²

On Dec. 11th, 1858, in consideration of \$292.62½, William D. and Rebecca Poole sold two parcels of land to Samuel C. Young.¹³ One parcel contained three and three-fourths acres, and the second parcel contained seven acres, more or less.

Then on June 3rd, 1859, John Brewer and William Veirs Bowie, Trustees, sold a parcel containing three+ acres to Samuel C. Young in consideration of \$41.¹⁴

The Democratic Party of Montgomery County planned to hold a county convention in Rockville on July 9, 1859. George W. Spates was one of the delegates from the Medley District.¹⁵

The following year, a newspaper advertised: “NOTICE – The undersigned citizens of Medley’s District, Montgomery county, Md., hereby give notice that they will petition the Commissioners of said county, at their FIRST MEETING, Thirty Days after the publication of this notice, for the opening of a public road, commencing at the public road between Poolesville and Barnesville, and running thence through the lands of Dr. Poole to Mr. Thomas Milford’s Mill, and from said mill on the dividing line between said Poole and Milford, and then continued on the dividing lines between said Poole and Richard Pites, and on lines of said Poole and Geo.

⁸ Montgomery County Courthouse, Rockville, MD, Deed Book JGH 2, p. 515, recorded 11/15/1853

⁹ Montgomery County Courthouse, Rockville, MD, Deed Book JGH 5, p. 206, recorded 5/28/1856.

¹⁰ Montgomery County Courthouse, Rockville, MD, Deed Book JGH 5, p. 525, recorded 12/30/1856.

¹¹ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 2/22/1857, p. 3.

¹² Montgomery County Courthouse, Rockville, MD, Deed Book JGH 7, p. 68, recorded 8/19/1858.

¹³ Montgomery County Courthouse, Rockville, MD, Deed Book JGH 7, p. 226, recorded 2/5/1859.

¹⁴ Montgomery County Courthouse, Rockville, MD, Deed Book JGH 7, p. 401, recorded 6/3/1859.

¹⁵ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 6/24/1859, p. 2.

W. Chiswell, to intersect the Seneca road on the west side of Dr. Wm. Brewer's farm."¹⁶ The notice was signed by nine men, two of whom were Richard P. Spates and George W. Spates.

On May 21, 1860, a newspaper reported: "**Chesapeake and Ohio Canal** – Joshua W. Offutt, of Montgomery County, has been appointed superintendent of the first division, and George W. Spates, of R., of the same county, superintendent of the second division of this canal."¹⁷ Note the "of R" after George's name, indicating that there were other citizens named George W. Spates living in Montgomery County. We do know from other sources that his father, Richard P. Spates had several brothers and sisters, some of whom remained in the area and raised families. Thus, there could easily have been more than one George W. Spates.

In 1860, the canal company experienced desperate financial problems; at a special meeting of the stockholders, a new board of directors was selected with James Fitzpatrick as president. A committee was asked to review the management system of the canal and make recommendations for its improvement. The committee recommended that the line of the canal be divided into 16 supervisorships, with each supervisor employed at \$50 per month and reporting directly to the President and Directors. The canal board amended the recommendations and appointed 18 supervisors at \$55 monthly. Joshua W. Offutt was appointed to Magazine to Lock No. 22, second division, and George W. Spates was appointed to Lock No. 22 to Edwards Ferry, third division.¹⁸

The 1860 Census listed Richard P. Spates, 67, a blacksmith with real estate valued at \$4,000 and personal estate valued at \$6,000, living in Medley District.¹⁹ Living with him were Jane, age 38, his second wife, and John Philips, age 24, a plasterer. He also had 9 slaves: a female 67 years, a male 40 years, a female 30 years, a male 18 years, a male 12 years, a male 9 years, a male 8 years, a female 4 years, and a female 2 years old.²⁰ The ages suggest a black family helping with the blacksmithing.

The 1860 Census also listed George W. Spates, age 34, a farmer with real estate valued at \$6,960 and a personal estate valued at \$6,000, living in the Medley District, Montgomery County, Md.²¹ His post office was Poolesville. Living with him were: Ann B., age 34, wife; Frances, age 13, daughter; Richard, age 10, son; [Sarah] Agnes, age 9 [sic, age 11, if she were only 9 years old she would not have been listed in the 1850 census wherein she was reported as 1 year old], daughter; Franklin, age 7, son; Thomas, age 6, son; Estelle A., age 4, daughter; Georgiana, age 6/12, daughter; and two young men: Richard Cover, age 17 and George Cover, age 15, no known relation, possibly farm hands.

The Civil War began on April 12, 1861.

On January 30, 1862, Alfred Spates [a cousin to George W. Spates], a rising Allegany County Democrat who had been elected as president of the company the previous year, was reconfirmed

¹⁶ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 7/15/1859, p. 2.

¹⁷ *The Baltimore Sun*, Baltimore, Md., newspaper, Monday, 5/21/1860, p. 1.

¹⁸ *C&O Canal Resource Study*, Unrau, Chapter 9, Managing Maintenance 1830-1924, p. 563.

¹⁹ 1860 Census, Maryland, Montgomery County, Medley District, enumerated on 6/29/1860, p. 24.

²⁰ 1860 Census – Slave Schedule, Maryland, Montgomery County, Medley District, enumerated on 7/2/1860, p. 11.

²¹ 1860 Census, Maryland, Montgomery County, Medley District, enumerated on 8/9/1860, p. 44.

in his office. At a board meeting on February 12, the directors abolished the fourteen supervisors and determined to restore the former six-division management system. The Monocacy Division, from Lock No. 23 to Guard Lock No. 3 (inclusive), was offered to John Cameron.²² He declined the appointment, and George W. Spates was appointed on his behalf.

Reports submitted by the division superintendents in early March 1862 indicated that the canal was generally in good navigable condition. However, the company's carpenter and blacksmith shops in the Monocacy Division had been robbed, and many tools were missing. One of the company scows had been located, but the army had seized it and was being used as a ferry on the river.²³

In April 1862, S. A. Matlack advertised himself as a real estate broker; Geo. W. Spates was among the 30 names published endorsing him.²⁴

Union army personnel were stationed along the canal to deter Confederate attempts to damage the canal. Nevertheless, Confederate skirmishers routinely probed the Union defenses and wrecked as much damage and interruption to navigation as possible. On the Monocacy Division the Confederates had cut the canal banks in several places and the running water had eroded the towpath twenty-five feet in depth, thirty feet in width, and over eighty feet in length. The water had also washed out the bottom of the canal, fifteen feet deep, thirty feet wide, and one hundred feet long. About a mile below the Monocacy River, the southern troops had also blasted Lock No. 27 and damaged the lock gates. The most serious damage inflicted by the Confederates was to the Little Monocacy culvert. However, George Spates estimated that with sufficient funds and labor he could complete the repairs in two to three weeks. At Harper's Ferry, the Confederates had run three B&O railcars off the bridge into the river and six into the canal.²⁵

On September 25, 1862, a quartermaster at Poolesville wrote that he had no means to provision the men stationed there because he could not get boats beyond Lock No. 24, near Seneca Creek. Although nearly twenty miles up the canal, damage to the Little Monocacy culvert and breaks elsewhere had drained over forty miles of the waterway. The officer recommended that, since the army also needed supplies at Sandy Hook, it should undertake repair of the canal to that point. On September 27, another quartermaster inspected the break near the Monocacy River and estimated that one hundred fifty contrabands—liberated slaves—would make the repairs there in ten days. On October 6, George Spates informed the company office that the army had many laborers at work repairing the Little Monocacy culvert and Lock No. 27. He thought they could complete the work in eight days.²⁶

By late September 1862, Lee's Army of Northern Virginia had pulled back into the Winchester area, thus enabling repairs to proceed without hindrance. On September 30, 1862, McClellan

²² *C&O Canal Resource Study*, Unrau, Chapter 9, Managing Maintenance 1830-1924, p. 565.

²³ George W. Spates to Alfred Spates, March 8, 1862, Ltrs. Recd., C&O Co., *C&O Canal Resource Study*, Unrau, Chapter 11, C&O Canal During the Civil War, p. 725.

²⁴ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 4/4/1862, p. 3.

²⁵ G. Spates to Ringgold, Sept. 13, 1862, Ltrs. Recd., C & O Co.

²⁶ G. Spates to Ringgold, Sept. 30, 1862, and G. Spates to Ringgold, Oct. 6, 1862, Ltrs. Recd., C & O Co.

ordered large fatigue parties to assist canal officers in effecting repairs. On October 1, a 65-man detail reported to Superintendent George W. Spates of the Monocacy Division, thus freeing the regular division repair crews to patch the masonry at Lock No. 27. The military detail was enlarged to a force of 150 on October 7, and Spates reported on the 14th that his division was again ready for navigation.²²

In early December 1862, the U. S. Treasury Department took cognizance of the canal providing the government with an established communication route along the boundary between the North and South. Accordingly, upon the recommendation of President Spates and the authorization by military authorities who conducted “loyalty investigations,” six canal employees were appointed to act as revenue agents at \$2 a day. These men and their revenue-collecting officers were: George W. Spates at Poolesville; Levi Benton at Sharpsburg; John Warner at Shepherd's Landing; Joseph F. Farrow at Williamsport; Thomas Hassett at Four Locks; and A. C. Blackman at Hancock. Four other individuals, who the company did not employ, were appointed as revenue agents at Point of Rocks, Harper's Ferry, Dam No. 5, and Cumberland.²⁷

During December 1862, the canal board continued to receive reports about the inefficiency and dereliction of duty on the part of several division superintendents. The most remarkable charges were those against Superintendent George W. Spates of the Monocacy Division, who was accused of remaining at his home near the mouth of the Monocacy River from August 13 to October 21, “transacting his farming affairs & hauling coal from the canal.” Moreover, he refused to reimburse the military for work scows borrowed for use by his repair crews, and he failed to replace tools that the Rebels had burned. During his absence from the line, his workers had gone unpaid.²⁸

The canal company continued to face the problem of inefficiency on the part of some of its division superintendents and disloyalty charges against others. On September 14, Horace Benton, who had allowed the Georgetown Division to deteriorate, was fired and replaced by John Cameron, a long-time company employee. Later, on December 17, the board received an anonymous note charging Superintendent George W. Spates of the Monocacy Division with disloyalty and recommending Alex Dent as his replacement. Although generally dissatisfied with the performance of Spates, the directors took no action on the communication.²⁹

An interesting article appeared: “LOCAL MATTERS – The Draft – Doings at Camp Bradford – Yesterday was the busiest day at Camp Bradford, which has occurred for over a month. Many persons were present with substitutes, and they were received as rapidly as possible. Although considerable numbers were sent within the past two weeks to the Maryland regiments now in the service, the camp is again rapidly filling up, and several squads will be mustered in today and leave immediately for their respective points of destination. The following is a list of substitutes

²⁷ Spates to Ringgold, December 1, 1862, Ltrs. Recd., C&O Co., *C&O Canal Resource Study*, Unrau, Chapter 11, C&O Canal During the Civil War, p. 741.

²⁸ Chambers to Board of Directors, December 10, 1862, Ltrs. Recd., C&O Co., *C&O Canal Resource Study*, Unrau, Chapter 11, C&O Canal During the Civil War, p. 742.

²⁹ Proceedings of the President and Board of Directors, K, 361. *C&O Canal Resource Study*, Unrau, Chapter 11, C&O Canal During the Civil War, p. 753.

accepted yesterday, together with the parties in whose stead they serve: Montgomery County – John Hughes, of N. York, for George W. Spates; . . . “³⁰

To ensure sustained boating, the canal needed the usual winter maintenance. On January 1, 1863, George Spates reported that many lock gates, waste weirs, and flumes on the Monocacy Division needed repair. In a mid-January meeting, the president and board agreed to halt navigation on February 1 to complete the work, with boating to resume on March 1. On the appointed date the water was drawn off and repairs began. At the end of February George Spates informed the company that his repairs were delayed because the government needed the canal near Harper’s Ferry and had re-watered it for three or four days. By March 15, the company had completed the maintenance work and had begun to re-water the canal.³¹

Richard P. Spates died on March 5, 1863; an obituary remains to be found.

In response to the Confederate move toward the Potomac, preparatory to the Gettysburg Campaign, Federal units south of the Rappahannock were withdrawn, and the pontoon bridges across the river were taken up and sent to Washington. On June 16, Brig. Gen. Henry W. Benham, who commanded the Engineer Brigade, received orders to have 1,200 feet of pontoon material in canal boats for Noland’s Ferry by daylight of June 18. Benham sent nearly 600 men up the canal to protect the pontoon train and lay the bridge. By June 19, the pontoon train had arrived at the Monocacy River, just below Noland’s Ferry. On the same day, Maj. Gen. Henry W. Slocum, Twelfth Corps commander who had been ordered to Leesburg, suggested that the pontoon bridge should be built at Edward’s Ferry because it was more secure from raids and because supplies could be sent up the canal and across the bridge to his command. Maj. Gen. Joseph Hooker, in command of the Army of the Potomac, relented and ordered the engineers to build the pontoon bridge at Edward’s Ferry. Capt. Charles N. Turnbull received an additional 200 feet of pontoon bridge material and had the 1,400-foot pontoon bridge over the Potomac River completed by June 21.

Most of the Army of the Potomac crossed the Potomac over the pontoon bridge at Edward’s Ferry. Cavalry patrols and additional troops were sent out from Washington. The significant movement of men, horses, artillery, and wagon trains played havoc with the canal. To facilitate the passage of the army, Hooker ordered his engineers to build another pontoon bridge at Edward’s Ferry. Military engineers constructed two bridges across the river at Edward’s Ferry, two bridges over the canal, and one over the mouth of Goose Creek in Virginia, opposite Edward’s Ferry.

The Quartermaster Department established a temporary supply depot along the canal at Edward’s Ferry to service troops crossing the Potomac. On June 27, the last Federal troops crossed the river at Edward’s Ferry. On that day and the next, the pontoon bridges were taken up. Some bridge material was loaded onto wagons for transportation back to Washington via road. The remaining material was placed in canal boats for Georgetown. George Spates came to the area three days later and reported that the bridge over Lock No. 25 at Edward’s ferry was damaged

³⁰ *The Baltimore Sun*, Baltimore, Md., newspaper, Wednesday, 12/17/1862, p. 1.

³¹ G. Spates to Pres. & Dirs., Jan. 1, 1863, and G. Spates to Ringgold, Feb. 25, 1863, Ltrs. Recd., C&O Co.

and unable to turn on its pivot, explaining that the damage resulted from “the entire army of the Potomac having crossed at that lock.”³²

On June 30, 1863, Superintendent Spates of the Monocacy Division reported that his jurisdiction was again in good boating order. The burned and sunken hulls at Seneca had been moved to one side of the canal and would be removed from the trunk as soon as possible. The lock gates had been replaced and the towpath embankment repaired. In addition, his crews had replaced the gates at Lock Nos. 13 and 16 and the pivot bridges at Lock No. 13 and Great Falls, which had been destroyed by the Federals charged with guarding the line of the Potomac. The only remaining problem on his division was the pivot bridge at Lock No. 25 which the Army of the Potomac had used to cross the canal at Edwards Ferry on its way to Pennsylvania. The bridge had been damaged to the extent that it no longer turned on its pivot. Boats were passing in either direction between Seneca and Harper’s Ferry in the employ of the federal government.³³

After the Gettysburg Campaign, on July 14, Brig. Gen. G. K. Warren, chief engineer of the Army of the Potomac, ordered Capt. Ira Spaulding of the Fifth New York Volunteer Engineers, to construct another pontoon bridge at Berlin. A break in the canal one-quarter mile below Berlin complicated matters, however. The break occurred about July 10 and was probably caused by high water after a week of rain. On July 13, Warren authorized Spaulding to send one-hundred men to help repair the canal if it did not interfere with the laying of the pontoon bridge at Harper’s Ferry. Spaulding, still at work on the first bridge, replied: “After receiving your order to build the bridge here, I could not spare men to work on the canal. The canal superintendent (George Spates) has gone down to do the work, but I don’t think he has fairly commenced the work yet. It will take him two days to repair the break, with plenty of wheelbarrows, which he has not on hand.”

After Spaulding completed the bridge at Harper’s Ferry on July 14, he sent a party of engineers to help the canal company repair the break below Berlin. With the assistance of the engineers – and fifty wheelbarrows supplied by the army – the break was repaired by July 16. The pontoon bridge was laid the next day. On July 17, the final complement of bridge material arrived via canal and engineers began work on a second pontoon bridge at Berlin, which was completed the following day.

From August through September, 1863, Confederate horsemen made at least a dozen raids into Maryland. Particularly hard hit was that portion of the canal east of the Monocacy River, especially between Whites Ford and Edwards Ferry. On August 27, the Cumberland Civilian and Telegraph wrote: “Since the completion of repairs and resumption of navigation on the canal, several boatmen have been plundered of their stock by predatory bands, which has very seriously interfered with the shipments of coal, by giving rise to so great a sense of insecurity among the boatmen as to induce many of them to decline boating.” Citizens and newspapers along the Potomac called for a stronger defense of the river. The Frederick Examiner was particularly

³² G. Spates to President and Directors, June 30, 1863, Ltrs. Recd., C&O Co.

³³ [George W.] Spates to President and Directors, June 30, 1863, Ltrs. Recd., C&O Co. *C&O Canal Historic Resource Study*, Unrau; Chap. 11, C&O Canal During the Civil War, p. 749.

critical of the head of the Department of Washington, Maj. Gen. Samuel Heintzelman, in whose jurisdiction most of the raids were committed. After two raids on the Monocacy Division occurred on August 28, the newspaper opined: "Our cavalry forces about Washington are either insufficient for the work or badly managed. It is time these raids were brought to a summary ending."

In August, [President] Spates wrote to Heintzelman to complain about the raids across the river in the Department of Washington. On August 22, Heintzelman replied that he had assigned cavalry to guard the canal from Georgetown to the Monocacy, which he thought sufficient. The raids continued, however, encouraged by a late summer drought that allowed easy fording of the river. On September 19, George Spates wrote that Lock Nos. 26 and 27, located below the Monocacy River, needed repairs, but he feared that if he drew off the water Confederate horsemen would cross and capture additional teams of mules and horses.³⁴

Over the winter of 1863/64, the Union army continued to bolster the river's defense. On Feb. 29, 1864, Monocacy Division Superintendent George Spates reassured the company board that infantry and cavalry strongly guarded a vulnerable stretch of the canal from Muddy Branch, about 3 miles below Seneca Creek, to Point of Rocks. After the army had seized and inadvertently sunk his ice-breaker in January, it must have been with some apprehension that Spates wrote on March 31: "The Government has been using my scows for some two weeks, moving and building block houses at the different fords on the river bank so that the canal may be strongly guarded this coming season."³⁵

Heavy rains in scattered parts of the Potomac Valley in early April 1864 caused flood damage to the canal, particularly on the Monocacy and Williamsport Divisions. On the former, a heavy earth and rock slide occurred near the Marble Quarry about one mile below Lock No. 26. The level was drained, and the rock was blasted into powder and removed with wheelbarrows. Although the high water had covered most of the towpath from Seneca Creek to Lock No. 26, the canal banks were not badly washed to stop navigation." As a number of lock gates and balance beams had been broken, a large quantity of timber was purchased at Orleans and Harper's Ferry for repairs. Since the damage was generally light, the division was "in good boating order" within a week.³⁶

After threatening Washington, the Monocacy Division suffered damage when Early's army crossed back into Virginia. George Spates reported damage to Locks Nos. 24, 25, 26, and 29, extending over twenty-eight miles from just below Seneca Creek to just below Catoctin Creek. At Lock No. 26, near White's Ford, where most of Early's command had passed, the Confederates had removed the stone from one lock wall down two or three feet over a distance of thirty feet in length. At Edward's Ferry, they damaged the river lock and burned the bridge over the canal. In addition to the destruction of the packet boat *Flying Cloud*, the Confederates had burned the ice-breaking scow and taken a quantity of tools. Ironically, the southerners had

³⁴ G. Spates to Brengle, Sept. 19, 1863, Ltrs. Recd., C&O Co.

³⁵ G. Spates to Pres. & Dirs., Feb. 29 & March 31, 1864, Ltrs. Recd., C&O Co.

³⁶ George W. Spates to Alfred Spates, April 16 and 19, 1864, Ltrs. Recd., C&O Co. *C&O Canal Historic Resource Study*, Unrau; Chap. 6, Floods 1829-1936, p. 301.

also attempted to burn a company houseboat, but, according to the superintendent, were chased away by a female cook in charge of the boat. The superintendent estimated that he could restore his division by August 1 for about \$300 if the Confederates stayed away from the river.³⁷

To divert attention away from Brig. Gen. John McCausland, on July 30, 1864, Major John S. Mosby sent three companies across Cheek's and Noland's fords. He missed intercepting a train, but instead routed picket posts, tore down telegraph wires, and captured horses. Three days later, George Spates reported that it was dangerous to travel on the towpath of the Monocacy Division "as the whole line is infested with the guerrillas."³⁴

On Aug. 1st, 1864, Samuel C. and Eugenia T. Young, in consideration of \$10,000, sold five parcels of land to John T. Fletchall & John Williams.³⁸ The first parcel contained one hundred and forty-three+ acres, the second contained three and three-fourths acres, the third contained fifty square perches, the fourth contained three+ acres, and the fifth contained two+ acres.

On Oct. 14, 1864, Mosby sent a detachment of several hundred men under the command of Capt. William H. Chapman, across the Potomac at White's Ford. However, the Greenback Raid had caused a suspension in rail traffic, and Chapman could not intercept a train as he had intended. Instead, he stole horses, tore down telegraph wires, plundered stores, and burned canal boats. When the rangers approached the river at Point of Rocks, the horsemen discovered Federal soldiers removing planks of the bridge over the canal. He chased them away, rebuilt the bridge, and re-crossed the river at Cheek's Ford. George Spates later reported that the Confederates had burned four boats and taken about fifteen mules from the canal. On October 17, another body of southern cavalry crossed the river below Edward's Ferry and stole a dozen mules. Concerning the raids, the October 19 Cumberland Alleganian noted: "The misfortune has somewhat discouraged the boatmen generally, but as yet there is no perceptible falling off in shipments of coal by canal."³⁹

On March 24, 1865, in consideration of \$2,500, George W. Spates purchased the canal boat "General George Washington No. 15" from the Hampshire & Baltimore Coal Company.⁴⁰ On April 13, 1865, he registered the boat as hailing from Edward's Ferry, Class C, 90' in length, 14' in breadth, 10" draft unloaded, and 54" draft loaded.⁴¹

The next month a newspaper reported: "Affairs in Georgetown – Damaging a Lock Gate – The boat Mollie attempted to run into Lock 25, at Edward's Ferry, while another boat was in; and coming in contact with the lower gate, so injured it that the water had to be reduced on the nine-mile level to repair it. There is no excuse for such acts, and Superintendent Spates imposed a fine of \$10, which will be collected at this terminus upon the arrival of the Mollie. The masters

³⁷ G. Spates to Ringgold, July 16, 1864, and G. Spates to Pres. & Dirs., July 25, 1864, Ltrs. Recd., C&O Co. ³⁴ G. Spates to Ringgold, Aug. 2, 1864, Ltrs. Recd., C&O Co.

³⁸ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 1, p. 289, recorded 8/2/1864.,

³⁹ G. Spates to Pres. & Dirs., Oct. 16 & 17, 1864, Ltrs. Recd., C&O Co.

⁴⁰ Allegany County Court House, Deed Book 22, page 572, recorded 3/29/1865.

⁴¹ REGISTERS ISSUED TO BOATS TO NAVIGATE THE CHESAPEAKE AND OHIO CANAL, 1862-69, available from www.candocanal.org/histdocs/index.html.

of boats should work strictly by the regulations, as a single departure from the rule may delay a whole fleet for several days.”⁴²

The Civil War ended on April 9, 1865.

On Wednesday, April 12, 1865, the canal boat General Washington arrived in Georgetown with 218 tons, 10 cwt of coal for the Hampshire & Baltimore Coal Company.⁴³ The captain of the boat was probably not George W. Spates, who was employed by the canal company.

On Nov. 30th, 1865, George W. Spates bought the canal boat *Col. Alfred Spates* with all her tackle, apparel, and furniture from Andrew J. Boose & John Snyder for \$1,875, of which he paid \$200 toward the purchase money and took a mortgage for the balance.⁴⁴

On April 11th, 1866, Patrick Dignan was indebted to George W. Spates for \$50.⁴⁵ Patrick Dignan used his three mules as collateral for the loan.

On Nov. 28, 1866, in consideration of \$1,600, George W. Spates bought the canal boat “Maryland” from Frederick Mertens.⁴⁶

On Jan. 8, 1867, in consideration of \$400, George W. Spates purchased the interest of his brother [Richard P. Spates] and sister [Frances Spedden] in their father’s estate.⁴⁷ The deed reveals the names of the brother’s wife, the married sister, and the brother-in-law. Since they lived in Baltimore, further research will be left to others. The deed transferred ownership of a one hundred and eighty-nine and one-quarter parcel of land and a two-acre parcel.

The mortgage on the canal boat General Washington was released [paid off] on May 9, 1867. Then General Washington arrived in Alexandria with coal for Hampshire & Baltimore Coal Company on May 27, 1867⁴⁸ and departed Georgetown with sundries to Williamsport on May 28, 1867.⁴⁹ The canal boat mortgage was paid off in approximately two years.

In consideration of \$108.06, George W. and Ann B. Spates sold 10± acres of land to Frederick S. Poole on March 26, 1867.⁵⁰

In August 1867, several months before the November elections, the company stockholders elected Alfred Spates to a second term as canal president. The new Spates administration made a few changes in the overall machinery and personnel in managing the waterway. The only significant change occurred in July 1868 when the number of divisions was increased from six to

⁴² *Evening Star*, Washington, D. C., newspaper, Saturday, 4/8/1865, p. 2.

⁴³ *Evening Star*, Washington, D. C., newspaper, Wednesday, 4/12/1865, p. 2.

⁴⁴ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 2, p. 658, recorded 4/28/1866.

⁴⁵ Montgomery County Courthouse, Rockville, MD, Deed Book 24, p. 311, recorded 4/10/1866.,

⁴⁶ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 4, p. 19, recorded 4/6/1867.

⁴⁷ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 3, p. 446, recorded 2/19/1867.

⁴⁸ *Alexandria Gazette*, Alexandria, Va., newspaper, Monday, 5/27/1867, p. 3.

⁴⁹ *National Republican*, Washington, D.C., newspaper, Tuesday, 5/28/1867, p. 3.

⁵⁰ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 4, p. 107, recorded 5/24/1867.

seven by the creation of a new Seneca Division out of portions of the Georgetown and Monocacy Divisions as follows:

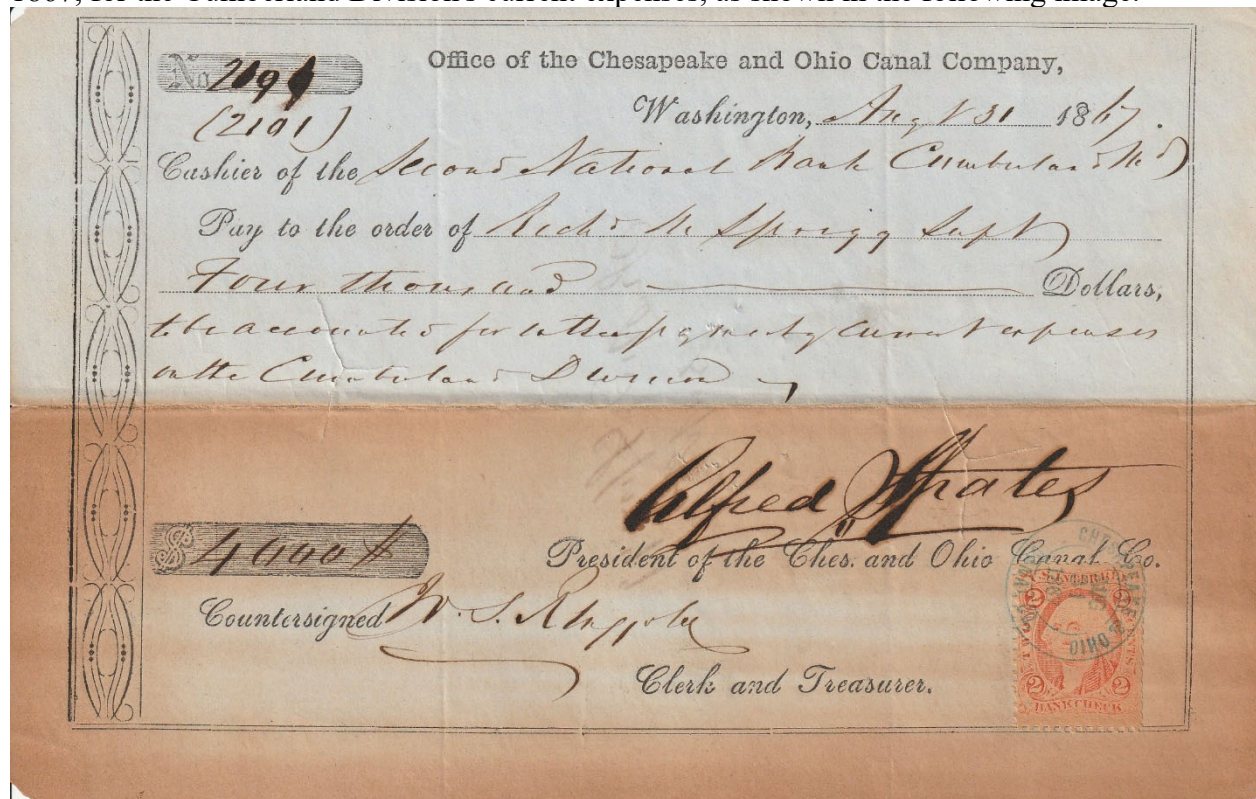
Georgetown Division: Tidelock B to Lock No. 21 (inclusive),

Seneca Division, Lock No. 21 to Lock No. 26 (inclusive),

Monocacy Division: Lock No. 26 to Dam No. 3 (inclusive).

George W. Spates and Amos Thomas were appointed as the new superintendents of the Seneca and Monocacy Divisions, respectively.⁵¹

President Alfred W. Spates signed \$4,000 to Richard M. Sprigg, Superintendent, on Aug. 31, 1867, for the Cumberland Division's current expenses, as shown in the following image.



On Saturday, Nov. 30, 1867, the canal boat George Washington arrived in Georgetown with wheat, corn, and lime for Benjamin Darby.⁵²

Back on Nov. 30th, 1865, George W. Spates purchased the canal boat "Col. Alfred Spates" from Andrew J. Boose & John Snyder, trading as Snyder & Company, of Cumberland, Md. in consideration of \$1,675.⁵³ Mr. Boose died on March 11, 1867. However, from the A. J. Boose estate settlement records, we know Mr. Spates paid the estate \$1,275, \$460, and \$150 on the mortgage on three occasions. Mr. Spates also paid \$13.03 for use of the canal (toll charges) in 1867 and again in 1868, then \$180 for trippage for 6 trips in 1869, and \$23.84 for trippage in

⁵¹ *C&O Canal Resource Study*, Unrau, Chapter 9, Managing Maintenance 1830-1924, p. 568.

⁵² *National Republican*, Washington, D.C., newspaper, Saturday, 11/30/1867, p. 2.

⁵³ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 2, p. 658, recorded 4/28/1866.

1871. We know that “Col. A. Spates” departed Georgetown on May 17, 1867⁵⁴ and June 29, 1867⁵⁵ with assorted cargo for Edward’s Ferry. And on Nov. 21, 1867⁵⁶ the boat came down with wheat for G. Waters. However, no trips were found from 1868 through 1872, although the records are incomplete. Then, on April 1, 1873, Peter Caney registered the canal boat “Col. Alfred Spates,” hailing out of Cumberland, suggesting that Mr. Spates had sold the boat. It made 9 trips carrying coal in 1873.

In April 1868, a newspaper reported: “**GEORGETOWN MATTERS** – The Coal Trade – There are but few vessels in port just now in quest of coal, and the wharves here are filling up in anticipation of a speedy demand. The arrivals by canal are regular, and Captain George W. Spates, superintendent of the second division, reports the whole line in excellent navigable order. “Flour and Grain – The canal boat Samuel Charles has arrived with wheat and flour to B. Darby; George Washington with wheat and corn to B. Darby;”⁵⁷ Further evidence that someone else was the captain of his canal boat.

In 1868, a newspaper reported: “Georgetown Affairs – Mr. George W. Spates, superintendent of the second division of the Chesapeake and Ohio canal, writes that on the 20th instant a breach occurred at the Knoxville culvert, fifty-five feet in length and ten feet below the canal, carrying away one wing wall of the culvert but not damaging the corner arch, that he has at work a strong force of carts and laborers, and would be able to pass light boats Saturday night, the 23rd instant. The men were working night and day, and loaded boats would be able to pass as soon as the canal was fitted up.”⁵⁸

Later that year, a newspaper reported: “**Georgetown Affairs** – Business on the canal is very brisk; since the 1st instant, 329 boats have arrived. At a meeting of the board of directors of the Chesapeake and Ohio Canal, held at Berkeley Springs, on the 16th and 17th instant, the canal was divided into three divisions, under the following names and superintendents, respectively: Georgetown division, J. R. Maus; Seneca division, George W. Spates; Monocacy division, Amos Thomas.”⁵⁹

President Alfred W. Spates signed a \$300 check to Clement A. Peck, the company's assistant clerk, as shown in the following image.

⁵⁴ *National Republican*, Washington, D.C., newspaper, Friday, 5/17/1867, p. 2.

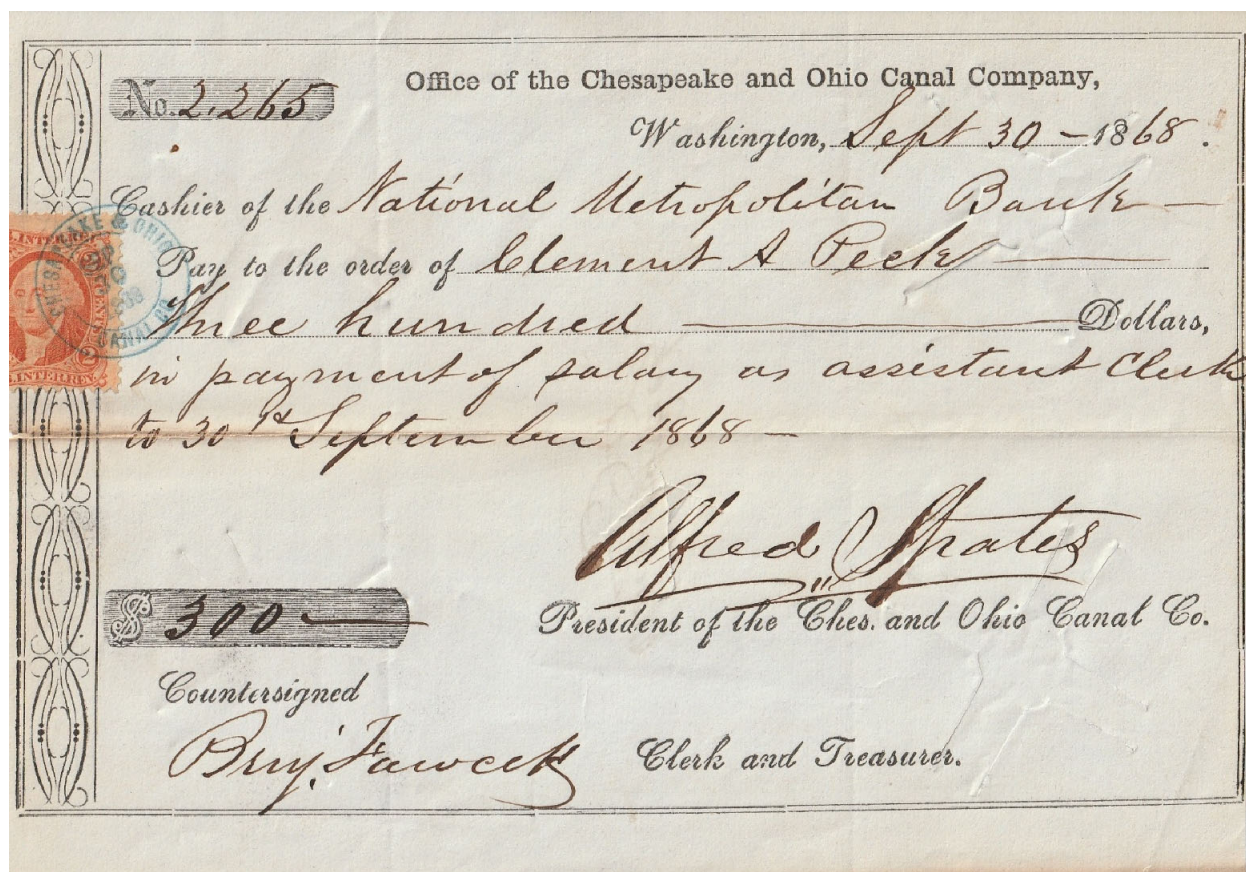
⁵⁵ *National Republican*, Washington, D.C., newspaper, Saturday, 6/29/1867, p. 3.

⁵⁶ *Evening Star*, Washington, D.C., newspaper, Thursday, 11/21/1867, p. 3.

⁵⁷ *National Republican*, Washington, D.C., newspaper, Thursday, 4/23/1868, p. 3.

⁵⁸ *The Baltimore Sun*, Baltimore, Md., newspaper, Monday, 5/25/1868, p. 4.

⁵⁹ *The Baltimore Sun*, Baltimore, Md., newspaper, Monday, 7/27/1868, p. 4.



1869 started with George W. and Ann B. Spates taking a mortgage for \$2,500 on land purchased from Edward Hoskinson on Jan. 7, 1869.⁶⁰ The mortgage would be due in three years, with interest and no provision for installment payments. The title was not clear, as evidenced by the Deed of even date wherein John H. Williams had previously sold the property to Edward Hoskinson, but never gave him a deed, thus creating the need for a second deed.⁶¹ On Feb. 6, 1869, George W. Spates became one of three sureties on a loan of \$1,100 from John H. Allnutt and Clement S. Stull to Edward Hoskinson, payable in one year.⁶² The property pledged is indicative of the equipment and livestock wheat farmers had in 1869 to work 140 acres of wheat. Then, on May 17, 1869, George W. and Ann B. Spates, in consideration of \$500, sold 84± acres to Grafton Beall.⁶³ Of note, the deed provided a right-of-way through the lands conveyed to the railroad station at Barnesville; today, there is a commuter station with parking on the Brunswick line, MARC at Barnesville.

On March 2nd, 1869, President Alfred W. Spates signed \$2,650 to George W. Spates, Superintendent, for current expenses of the Seneca Division, as shown in the following image:

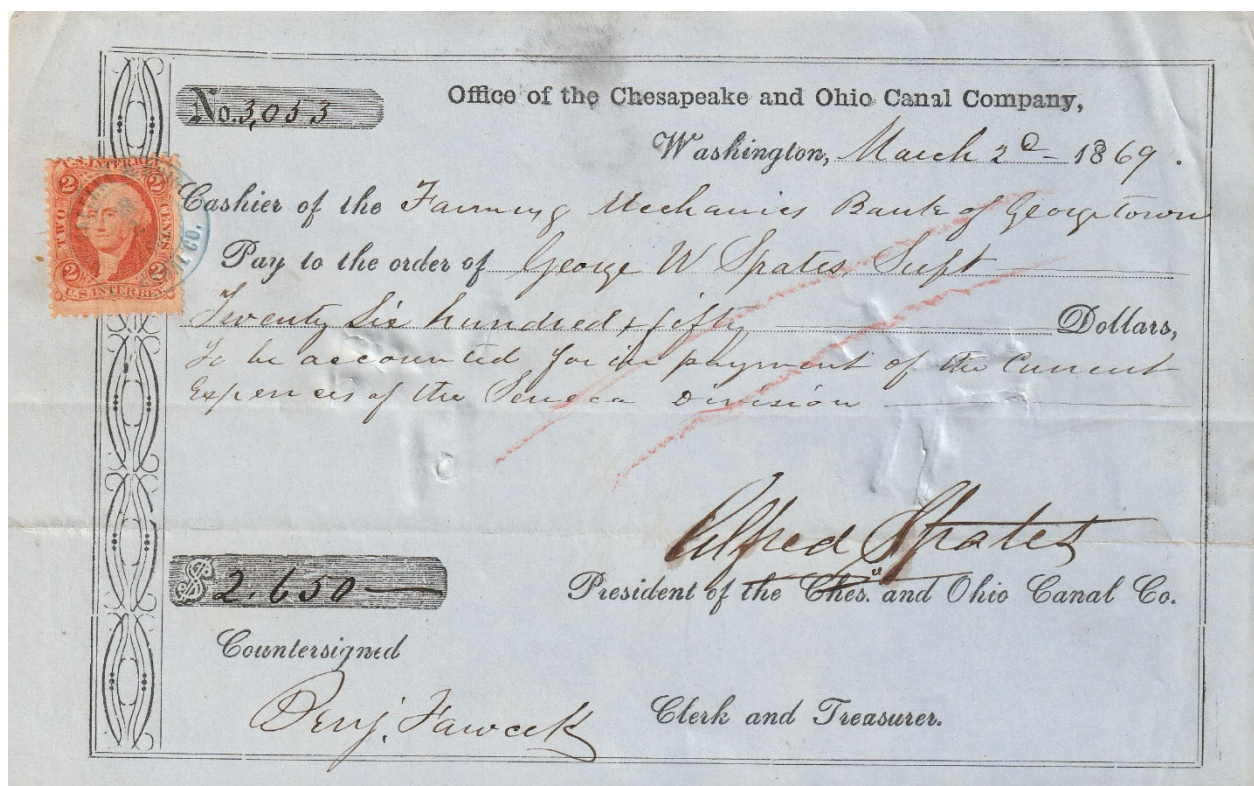
⁶⁰ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 6, p. 80, recorded 2/3/1869.

⁶¹ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 6, p. 147, recorded 3/9/1869.

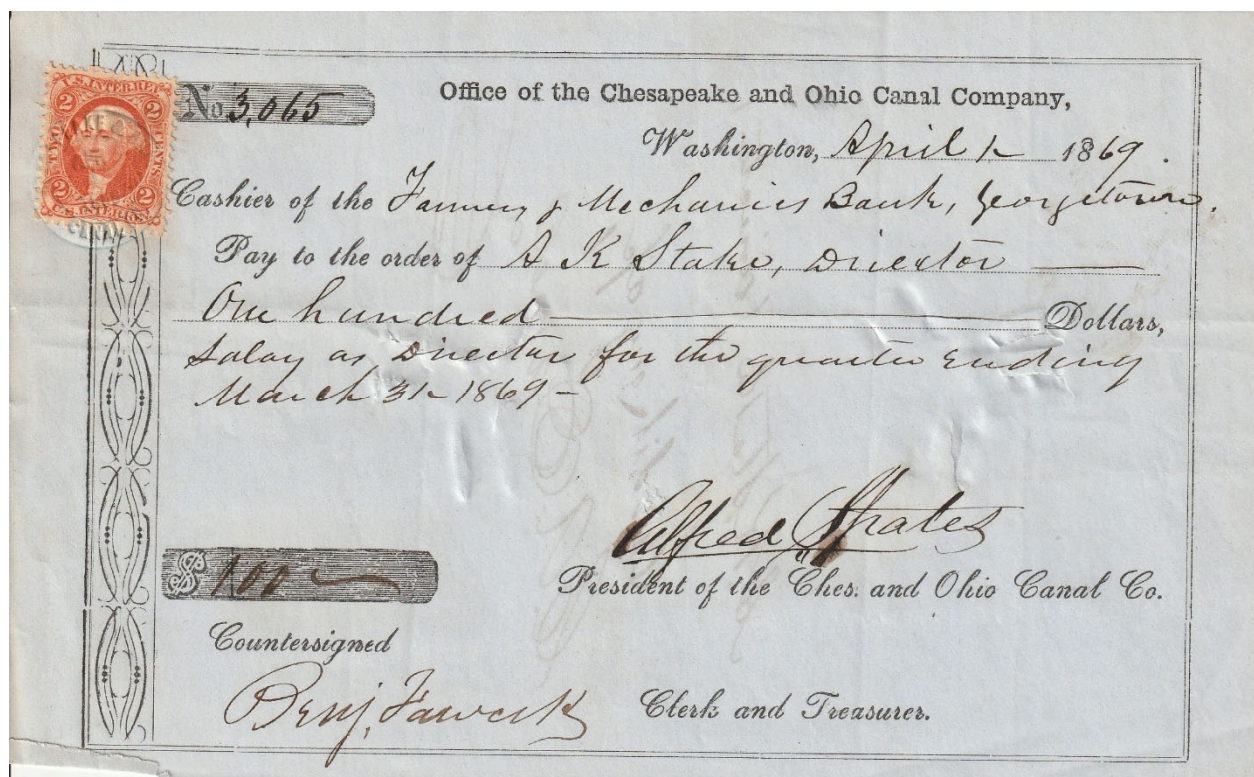
⁶² Montgomery County Courthouse, Rockville, MD, Deed Book EBP 6, p. 97, recorded 2/17/1869.

⁶³ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 6, p. 321, recorded 6/25/1869.

George W. Spates Family History



Then, on April 2, 1869, President Alfred W. Spates signed a \$100 salary check to A. R. Stake, Director for the March 31st, 1869 quarter.



Following reports of financial embezzlement and other fiscal irregularities on the part of President Alfred W. Spates and Superintendent George W. Spates, the stockholders, elected Josiah Gordon to the company presidency in June 1869. An investigation revealed how the former officials had embezzled large sums of company funds for their purposes: "The time of the laborers and mechanics, under the system of working on the Canal, was kept by the bosses and returned to the Superintendents. The Superintendents then returned it upon their abstracts to the Board and received the amount from the Treasurer, which they professed to pay, according to their return. But we found, by comparing the bosses' time books and the abstracts of the Superintendents, that there were very large discrepancies between them and that a great deal more money had been drawn by two of the Superintendents than had been returned by the bosses or paid to the laborers under their charge. These two Superintendents have ceased to be officers of the Company."⁶⁴

Along with the frequent political upheavals, fraud charges were placed against former canal officials. On December 9, 1869, the company's Committee on Accounts accused Alfred Spates of nine separate charges of falsely obtaining, for his purposes, appropriations amounting to between \$5,000 and \$80,000 for work already paid for during the period from February 1865 to October 1868. Division Superintendent George W. Spates was also charged with one count of misappropriation of funds. Both men maintained their innocence, claiming they were the victims of the fractious political infighting in the state.

Alfred Spates appeared to vindicate himself by being elected to the State Senate from Allegany County in 1869, but the controversy continued unabated. On February 9, 1870, the board ordered the company counsel, George A. Pearre, to demand from the two men the money they owed the company.

When the two accused men rebuffed the counsel, formal suits were initiated in the Circuit Court of Allegany County against Alfred Spates and in the Circuit Court of Montgomery County against George W. Spates. Although the evidence presented indicated a strong probability of misconduct, a citizens' committee from Cumberland appealed to the directors on October 12 to drop the charges. Although they refused to do so then, by a 4-3 vote, all charges were finally dropped without further investigation on December 8. The action was taken because ex-president Josiah Gordon had brought the suit and thus was "not authorized by the present or the former Board, and there being no prospect of successful prosecution."⁶⁵

On Feb. 5, 1870, George W. Spates agreed with Thomas R. and Clara B. Hall to purchase 17-³/₄ acres of their land for \$887.50 to be paid in installments as follows: Spates would plant and cultivate the land in corn, harvest it, sell the corn in Georgetown and pay over the receipts every year until the full purchase money had been paid, without any interest thereon, at which time Thomas R. and Clara B. Hall would execute to Spates a good & sufficient deed.⁶⁶

⁶⁴ *C&O Canal Resource Study*, Unrau, Chapter 9, Managing Maintenance 1830-1924, p. 568.

⁶⁵ Proceedings of the President and Board of Directors, L, 381. *C&O Canal Resource Study*, Unrau, Chapter 11, *C&O Canal During the Civil War*, p. 775.

⁶⁶ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 7, p. 163, recorded 3/4/1870.

George W. Spates Family History

The 1870 Census reported George W. Spates, age 44, a farmer with real estate valued at \$8,000 and a personal estate valued at \$4,970. living in the 3rd District, Montgomery County, Md.⁶¹ Living with him were: Ann B., age 44, wife; Richard, age 20, son, farm laborer; Sarah A., age 19, daughter; Frank P., age 17, son; Thomas P., age 15, son; Estelle A., age 14, daughter; Lula, age 9, daughter; George A. age 5, son; and a black family: George Green, age 26, farm laborer; Sylva Green, age 18, domestic servant; and Georgianna, age 4, daughter.

On March 20, 1871, George W. Spates and John H. Dade became security to Martin T. Fisher in the amount of \$62, with one dun mare as collateral.⁶⁷ Then on May 23, 1871, in consideration of \$885, George W. Spates bought 179+ acres of land from Benjamin P. and Elizabeth L. Power, of Baltimore County.⁶⁸ Note that this purchase was not recorded in Montgomery County until July 31st, 1972.

On January 1, 1872, George W. Spates bought out John T. Fletchall's half interest in four parcels of land in consideration for \$5,500.⁶⁹ George W. Spates put down \$500, and then he and his wife, Ann B. Spates, took a mortgage of \$5,000, by John T. Fletchall on the four parcels of land, the payment to be made in annual installments of \$1,000, with interest.⁷⁰

On Jan. 23, 1872, George W. Spates and John H. Dade became security to Martin T. Fisher for \$62 with one dun mare, named "Light" as collateral.⁷¹ This looks suspiciously like a Bill of Sale for the same horse.

The same month, on Jan. 26th, 1872, a newspaper advertised: "ROAD NOTICE – We, the undersigned, citizens and Tax-payers of Montgomery county, hereby give notice that we will petition the County Commissioners of said Montgomery County, at their first meeting, which shall occur next after the expiration of thirty days from the publication of this notice, for the opening of a public road, beginning at a point on the Poolesville and Edward's Ferry road, at the dividing line between Mrs. E. A. Jarboe and T. V. Gott, running thence on their dividing line to the lands of Mr. Isaac Fyffe, thence through his lands and Mr. J. R. Dade's and Mr. R. B. Austin's, to the Messrs. Willards, and on or near the dividing line between the Messrs. Willards and Samuel Jarboe and J. H. Allnutt, to the river road, thence down the river road to private road of Mr. Hersberger, and on said private road to the Chesapeake and Ohio Canal at Sycamore Landing."⁷² The notice was signed by seventeen men, one of whom was George W. Spates.

The next month, on Feb. 26th, 1872, a newspaper ran an advertisement: "ROAD NOTICE – We, the undersigned, citizens and Tax-payers of Montgomery county, hereby give notice that we will petition the County Commissioners of said Montgomery County, at their first meeting, which shall occur next after the expiration of thirty days from the publication of this notice, for the

⁶⁷ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 8, p. 309, recorded 4/6/1871.

⁶⁸ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 10, p. 62, recorded 7/31/1872.

⁶⁹ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 9, p. 228, recorded 2/6/1872.

⁷⁰ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 9, p. 232, recorded 2/6/1872.

⁷¹ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 9, p. 185, recorded 1/24/1872.

⁷² *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 1/26/1872, p. 2.

opening of a public road, beginning at a point on the Poolesville and Dawsonville road, at the dividing line between Thomas N. Gott and Thomas L. Jones, running thence on the dividing line to the lands of Frederick A. Poole and Thomas L. Jones, thence on their dividing line, thence through the lands of Frederick S. Poole on the bed of the old road, thence on the dividing line of Frederick S. Poole and Mrs. Jane Pleasants' lands, thence through the lands of Mrs. Jane Pleasants, to the dividing line of Frederick S. Poole and George W Spates lands, thence through the lands of Mr. Turner and Mr. Samuel Jarboe and Mr. Hanson Allnutt, to the river road, thence down the river road to the private road of Mr. Hersberger, and on said private road to the Chesapeake and Ohio Canal at Sycamore Landing.⁷³ The notice was signed by twenty-four men, one of whom was Richard Spates.

On March 30, 1872, permission was granted to George W. Spates to lease a parcel of land on the berm side of Lock No. 25 (Frontage 25 feet running back 36 feet) to erect a grocery and feed store.⁷⁴ The lease was for ten years at \$36 per year. On April 30, 1874, Spates assigned his lease to George C. Fisher,⁷⁵ and in the Spring of 1876 the canal board approved another lease transfer to E. E. Jarboe.⁷⁶

At Edward's Ferry, Geo. W. Spates partly built a warehouse on the Canal Company's property, and the Canal Company used a lot of Spates's ground for storing lumber. A May 28, 1872 agreement allowed Spates to let the warehouse stand for ten years, and Spates agreed to allow the Canal Co. to continue to use Spates' land for the Carpenter Shop.⁷⁷

It appears that on Aug. 10, 1872, George W. and Ann B. Spates, in consideration of \$6,900, sold to Thomas R. Hall three parcels of land containing 339 acres, 100 acres, and 2 acres of land.⁷⁸ Because George W. Spates had judgments against him, i.e. liens on his lands dating back to 1857, amounting to between \$1,500 and \$2,000, he mortgaged several other pieces of land to Thomas R. Hall with the proviso that if George W. Spates did not pay and satisfy the liens, then Thomas R. Hall could lawfully sell the mortgaged property.⁷⁹

On that same day, Aug. 10, 1872, a report to the Commissioners of Montgomery County on a proposed route of a new public road from Poolesville to Sycamore landing, on the Chesapeake and Ohio Canal, was filed. The route would pass along the dividing line between the George W. Spates and the F. S. Poole property; compensation of \$70 to George W. Spates was offered.⁸⁰ On the same day, Aug. 10, 1872, Thomas R. and Clara B. Hall sold 255+ acres of land in two parcels to George W. Spates in consideration for \$12,700.⁸¹ The second tract of land was between the Chesapeake and Ohio Canal and the Potomac River, 17.75 acres.

⁷³ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 2/26/1872, p. 2.

⁷⁴ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 9, p. 367, recorded 4/15/1872.

⁷⁵ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 12, p. 117, recorded 5/1/1874.

⁷⁶ *C&O Canal Resource Study*, Unrau, Chapter 12, Lockkeepers and Boatmen, p. 833.

⁷⁷ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 10, p. 4, recorded 5/28/1872.

⁷⁸ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 10, p. 74, recorded 8/14/1872.

⁷⁹ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 10, p. 77, recorded 8/14/1872.

⁸⁰ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 10, p. 80, recorded 8/10/1872.

⁸¹ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 10, p. 119, recorded 9/14/1872.

The financial troubles of George W. Spates continued; on Dec. 27, 1873, George W. and Ann B. Spates took a mortgage on two pieces of their land to Elijah V. White, of White's Ferry fame.⁸² The land was sold in consideration of \$3,500; one piece containing 147 square perches and the other containing 49 square perches, both near the lock at Edward's Ferry on the Chesapeake and Ohio Canal.⁸³ The land was conveyed by John T. and Mary S. Fletchall to George W. Spates in the first place; however, the specter of the judgments against George W. Spates and thus his ability to pay for the purchases caused Mary S. Fletchall to give up her right of dower; she washed her hands of the entire transaction.⁸⁴

On April 13, 1874, George W. and Ann B. Spates, in consideration of \$3,000 sold 5-5/8 acres of land to George C. Fisher.⁸⁵ George C. Fisher had reservations about the several Circuit Court judgments still unpaid by George W. Spates; thus, the Mortgage of April 30.⁸⁶ And that same day, April 30, George W. Spates transferred his lease of Canal property to George C. Fisher, as previously mentioned.

The Democratic voters of Medley District held a meeting on Aug. 15th 1874, at Poolesville, to elect delegates; George W. Spates was considered.⁸⁷ The following month juror's names were drawn for the November 1875 term of the Circuit Court; George W. Spates, of R, was named.⁸⁸

George and Ann Spates' son, Franklin P. Spates, registered as a voter in the Medley District,⁸⁹ as did their son, Thomas P. Spates.⁸⁵

Through the efforts of Geo. W. Spates, a subscription of \$23.00 was collected for the assistance of Samuel Crown, who lost his house by fire a few weeks previously.⁹⁰

In 1876, a suit was brought against the Canal president for misappropriation of funds. In the proceedings, we found: "Mr. George W. Spates, of Montgomery County, was then sworn, and testified that he had been superintendent on the canal from 1860 to 1869; that he had no knowledge as to the charges against the president and directors of mismanagement; had never served under the present board; the portion of the canal near where he lives is in excellent condition – much better than in 1865."⁹¹

Later that year, we read: "Maryland and West Virginia War Claims – Among the bills reported on favorably was one by Mr. Cabell, of Virginia, from the committee on war claims, to pay George

⁸² Montgomery County Courthouse, Rockville, MD, Deed Book EBP 11, p. 363, recorded 12/31/1873.

⁸³ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 11, p. 383, recorded 12/31/1873.

⁸⁴ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 11, p. 384, recorded 12/31/1873.

⁸⁵ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 12, p. 113, recorded 5/1/1874.

⁸⁶ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 12, p. 114, recorded 5/1/1874.

⁸⁷ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 8/21/1874, p. 2.

⁸⁸ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 9/11/1874, p. 2.

⁸⁹ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 10/16/1874, p. 2.

⁹⁰ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 11/20/1874, p. 2.

⁹¹ *The Baltimore Sun*, Baltimore, Md., newspaper, Saturday, 2/12/1876, p. 4.

W. Spates, of Montgomery County, Md., the sum of \$3,241 for the use of his farm and for supplies furnished the federal army during the war. He also reported a bill to pay George Calvert of Prince George's County the sum of \$500 for the loss of his ferryboat and other damages in September 1861. Both were referred to the committee of the whole on the private calendar."⁹²

George W. and Richard F. Spates must have been living in near proximity in 1876; Richard F. Spates married Clara Elizabeth Karn that year, a marriage announcement has yet to be found. And on or about Sept. 1st, 1876, the two men bought 14,080 lbs. of Busey's Excelsior for \$373.16 from Elijah V. White using their 1876 crop of wheat as collateral.⁹³

1877 was not a good year; in consideration of \$1,735, George W. Spates sold his then-growing crop of wheat, a crop of corn, and his farm animals and equipment to Elijah V. White.⁹⁴ The same day, his son, Richard F. Spates, in consideration of \$500, sold his interest in his growing wheat crop on land rented from his father to Elijah V. White.⁹⁵ And before the summer was over, in August, George W. Spates, in consideration of \$99.77, sold his miscellaneous household property to John H. Dade.⁹⁶ Then, on Oct. 1, 1877, George W. Spates bought 7,040 lbs. of fertilizer for \$183.04, signing a note payable in 12 months and using the 1878 crop of wheat & rye as collateral to E. V. White.⁹⁷ And on Nov. 3, 1877, when the interest was due on two notes, George W. Spates sold fifty-five acres of wheat and rye to Thomas R. Hall as payment.⁹⁸

On or before Oct. 1, 1878, George W. Spates, in consideration of merchandise and cash, had signed a note for \$386.13, payable 12 months after the date; he used his wheat crop as collateral to White & Wootton.⁹⁹

In Dec. of 1878, a newspaper reported: "**Hymeneal** – At Broad Run church in Medley's district on the 4th instant, the marriage of Mr. Chas. B. Harris to Miss Estelle Spates, daughter of Geo. W. Spates, Esq., was witnessed by a large number of friends. The ceremony was performed by Elder E. V. White, and the contracting parties were attended by Miss. Capitola Fields and Mr. Thos. Spates. The bride was most becomingly dressed in a fashionably cut camel's hair and satin, her attendant in garnet cashmere. After the ceremony, the bride and groom started on a tour north. We extend our congratulations ¹⁰⁰

⁹² *The Baltimore Sun*, Baltimore, Md., newspaper, Monday, 5/22/1876, p. 1.

⁹³ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 16, p. 56, recorded 12/15/1876.

⁹⁴ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 16, p. 393, recorded 6/6/1877.

⁹⁵ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 16, p. 394, recorded 6/6/1877.

⁹⁶ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 16, p. 474, recorded 8/3/1877.

⁹⁷ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 17, p. 171, recorded 11/6/1877.

⁹⁸ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 17, p. 184, recorded 11/8/1877.

⁹⁹ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 19, p. 429, recorded 1/15/1879.

¹⁰⁰ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 12/13/1878, p. 3.



The above Medley District map portion, dated 1879, shows the location of the several buildings owned by George W. Spates and those of E. V. White and E. E. Jarboe.

Ann Boyd Spates died on Dec. 24, 1879; her obituary: “**DEATHS** – Died, on December 24th, Mrs. ANN BOYD SPATES, aged 53 years, 1 month and 20 days, and wife of Geo. W. Spates. “During the week of her illness, she suffered intensely but bore her pains with great fortitude. She was a loving wife and a fond mother, anxious for the comfort of her dear ones even while her poor body was prostrated by pain and weakness. She was a kind neighbor, ever ready to minister to those who needed her assistance. During her illness, she expressed regret that she had not given her heart to the Lord ten years before. Once, when an attendant requested her to try not to be frightened when the paroxysms of pain came, she replied that she was not frightened; her trust was in the Lord. Can we not then commit her spirit into His loving hands, who doeth all things well?

“But how sadly she will be missed. There is a vacant chair in the home circle that none other can fill and a void in each aching heart that no other can replace. Why, at this festive season, upon the eve of the day which celebrates the advent of the Christ-child and the glorious song of the angels of “Peace on earth, good-will to man.” God should lay His hand so heavily upon the bereaved family by severing the tenderest ties which affection can entwine around the heart strings is one of the deep questions of his dealings with us that we cannot answer. We can only bow to the chastening rod, while Faith whispers, “Whom the Lord loveth he chasteneth,” and “He doeth all things well.”

A. Friend¹⁰¹

¹⁰¹ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 1/3/1879, p. 2.

George W. Spates Family History

In December of that year, a newspaper reported: “Mr. Unger introduced a bill in the House to reimburse Mr. Geo. W. Spates for the loss of Edward’s Ferry during the late war.”¹⁰²

On Feb. 4, 1880, in consideration of \$500, George W. Spates sold three-fourths of an acre of land near Edward’s Ferry to Thomas P. Spates, his 26-year-old son.¹⁰³ The wording of the deed suggests that there was a building on the property.

An 1880 census report for George W. Spates has not been found, although we are confident he still lived in Montgomery County. The 1880 census listed Richard Spates, age 30, a farmer, living in Medleys, Montgomery County, Md.¹⁰⁴ Living with him were: Clara, age 20, wife; Howard, age 2, son; and [William] Outerbridge [Horsey], age 1, son; and a black family: Mary Proctor, age 18, cook; and Anna Proctor, age 3, daughter.

A Newspaper had the following marriage announcement: “Col. George W. Spates, who was married in Baltimore on the 15th, arrived home at Edward’s Ferry on Saturday with his bride [Kate Leland Cole], and gave his friends and relatives a dinner. The brass band was in attendance and there was dancing.”¹⁰⁵

George W. Spates died on Mar. 29, 1883 and was buried in Monocacy Cemetery, Beallsville, Montgomery County, Maryland. His obituary read: “George W. Spates, a worthy citizen of Poolesville district, died this morning at his late residence, of typhoid pneumonia. Mr. Spates was in the 60th year of his age, and for a number of years was prominently connected with the management of the Chesapeake and Ohio canal.”¹⁰⁶ A few days later the same newspaper reported: “SPATES – On Thursday, March 29, at Edwards Ferry, Montgomery county, Md., after a brief illness of typhoid pneumonia, GEORGE W. SPATES, on the 60th year of his age, consort of Kate L., youngest daughter of John R. Cole, of this city.”¹⁰⁷ Then another newspaper published a similar obituary, although the day of the week was changed: “George W. Spates, a worthy citizen of Poolesville district, died last Friday morning at his late residence, of typhoid pneumonia. Spates was in the 60th year of his age, and for a number of years was prominently connected with the management of the Chesapeake and Ohio canal.”¹⁰⁸ Another newspaper had the obituary: “Also died, on Friday last, Mr. George W. Spates, at his home at Edward’s ferry, in Medley’s District.”¹⁰⁹

Shortly after the death of George W. Spates, the Circuit Court of Montgomery County appointed Thomas Anderson and William Veirs Bowie, Jr. as Trustees of the deceased’s estate; the Trustees then sold the remaining 139± acres to Eugene E. Jarboe in consideration of \$4,630.¹¹⁰ Presumably part of the purchase money went to pay the 1874 and 1875 judgments.

¹⁰² *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 12/5/1879, p. 3.

¹⁰³ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 22, p. 13, recorded 3/22/1880.

¹⁰⁴ 1880 Census, Maryland, Montgomery County, 3rd District, enumerated on 6/6/1880, p. 30.

¹⁰⁵ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 11/24/1882, p. 3.

¹⁰⁶ *The Baltimore Sun*, Baltimore, Md., newspaper, Saturday, 3/31/1883, p. 4.

¹⁰⁷ *The Baltimore Sun*, Baltimore, Md., newspaper, Monday, 4/2/1883, p. 2.

¹⁰⁸ *The Democratic Advocate*, Westminster, Md., newspaper, Saturday, 4/7/1883, p. 2.

¹⁰⁹ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 4/6/1883, p. 3.

¹¹⁰ Montgomery County Courthouse, Rockville, MD, Deed Book EBP 29, p. 111, recorded 7/9/1883.

George W. Spates Family History

Thomas P. Spates married Annie L. Fields on Sep. 6, 1883, at City Hotel, Frederick, Md.¹¹¹

An obituary read: “**Mrs. Lulu Trundle**, wife of John Trundle of Medley’s District, died on Monday last, age 23. She was the daughter of George W. Spates of this county.”¹¹²

In April 1886, a newspaper reported the death of Richard P. Spates [Jr.], a native of Montgomery County, and brother of the late George W. Spates, died on the 15th instant.¹¹³

Later that year a newspaper reported: “Frank P. Spates has been elected to be County Attorney for Howard County, Texas. He is a son of the late George W. Spates, of this County, and has been away from here for about eight or ten years.”¹¹⁴

Good news, a newspaper reported another marriage: “Miss Georgie W. Spates, daughter of the late George W. Spates, and Harry C. Stouffer were married on the 29th at Point of Rocks.”¹¹⁵

The 1900 census lists Frank Spates, age 47, single, living in New Mexico Territory.¹¹⁶ He was the head of the household and no one else lived with him.

We do know that Frank Spates, a mine owner, had moved to Kingston, New Mexico by Nov. 21, 1902¹¹⁷ and the subsequent census lists him as single, vice widowed or divorced.

In 1905, a newspaper had the following obituary: “Mrs. Richard Spates died suddenly of heart disease yesterday morning at her home, near Elmer, two miles from Poolesville, in Montgomery County.

“Besides her husband, she leaves the following children: [William] Outerbridge Horsey Spates, [Thomas] Webster Spates, [Joseph] Roger Spates, Howard [Jetson] Spates (of Atlantic City). Misses May and Bettie Spates. She was, before marriage, Miss Clara Karn of Burkittsville, this county.”¹¹⁸

The 1910 census lists Roger J. Spates, age 29, married 1 year, living in Poolesville, Md.¹¹⁹ Living with him were: Annie, age 22, wife, married one year, one child; John R., age 6/12, son; Richard, age 69, widower, father; Bettie L., age 15, sister; and Anna, age 12, sister.

In 1916, a newspaper had the following obituary: “Mrs. Sarah Agnes Fisher, widow of George C. Fisher, died at the home of her son, Albert B. Fisher, Point of Rocks, of a complication of

¹¹¹ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 9/14/1883, p. 3.

¹¹² *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 6/5/1885, p. 3.

¹¹³ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 4/23/1886, p. 3.

¹¹⁴ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 11/26/1886, p. 3.

¹¹⁵ *Montgomery County Sentinel*, Rockville, Md., newspaper, Friday, 11/22/1889, p. 3.

¹¹⁶ 1900 Census, New Mexico Territory, Sierra County, Kingston, enumerated on 6/12-23/1900, p. 4.

¹¹⁷ *Sierra County Advocate*, Kingston, N.M., newspaper, Friday, 11/21/1902, p. 3.

¹¹⁸ *The News*, Frederick, Md., newspaper, Saturday, 11/11/1905.

¹¹⁹ 1910 Census, Maryland, Montgomery County, Poolesville, enumerated on 4/16/1910, p. 2B.

diseases. Her age was 64 years, 5 months, and 23 days. The funeral will occur on Saturday morning at 9:30 o'clock in the Catholic church at Point of Rocks. Burial will be made at Monocacy Cemetery, Montgomery County.

The following children survive: Albert B. Fisher, Point of Rocks, and Thomas S. Fisher, Boyds. These sisters and brothers also survive: Mrs. Estelle A. Harris, Rockville; and Mrs. F. T. Butler, near Rockville; Mrs. C. H. Stouffer, Washington; and Messrs. R. T. Spates, Rockville; F. P. Spates, New Mexico; and T. P. Spates, Biggs, Va. M. R. Etchison is the funeral director."¹²⁰

The 1920 census lists Frank P. Spates, age 66, single, living in Swartz, Grant County, New Mexico.¹²¹ He was a miner of lead and silver, lived in his own home, on Cold Blains Ave. Franklin P. Spates died on Dec. 6, 1928, in Grant County, New Mexico and was subsequently buried in Monocacy Cemetery, Beallsville, Montgomery County, Md. in the family plot. His obituary remains to be found. His tombstone indicated death in 1930, with a footnote "resident of Silver City, N. M." just under his name.

In 1930, a newspaper had the following obituary: "Richard F. Spates, well-known retired farmer and lifelong resident of Poolesville, Montgomery County, died Sunday night at the home of his nephew, Walter Butler, near Poolesville, aged 79 years. His death was due to paralysis, with which he was stricken enroute in an automobile from Poolesville to his home.

"He was the father of Mayor J. Roger Spates, Rockville; Mrs. Annie Shaw and Webster Spates, Washington; Howard Spates, Bluefield, Va.; and Mrs. Frank Bachman, South America. Funeral at 2 o'clock this afternoon from the chapel in Monocacy Cemetery at Beallsville, where the interment will take place."¹²²

In 1971, a newspaper had the following obituary: "Anna Spates Shaw, 73 died Friday in Philadelphia, Pa. She was a retired Government employee.

"She is survived by a sister, Mrs. Elizabeth Spates Bachman, Salt Lake City, Utah, and a number of nieces and nephews.

"Friends may call at Hilton Funeral Home, Barnesville, Tuesday from 7 to 9 p.m. where funeral services will be held Wednesday at 11 a.m.

"Rev. Filbert J. Moore, pastor of Poolesville Presbyterian Church, will officiate. Interment will be in Monocacy Cemetery, Beallsville."¹²³

¹²⁰ *Frederick News-Post*, Frederick, Md., newspaper, Friday, 1/14/1916.

¹²¹ 1920 Census, New Mexico, Grant County, Swartz, enumerated on 1/20-21/1920, p. 2.

¹²² *The Frederick Post*, Frederick, Md., newspaper, Tuesday, 2/11/1930.

¹²³ *The News*, Frederick, Md., newspaper, Monday, 4/12/1971.

George W. Spates Family History

VITAL STATISTICS OF GEORGE W. SPATES FAMILY

Name	Rel.	Birth	Married	Died	Born in
Richard Purnell Spates	hus	12/25/1792	12/20/1814	3/5/1863	Maryland
Amelia "Millie" Brashears (1 st)	wife	1795		7/19/1855	Maryland
George W. Spates	son	9/1825	9/28/1846	3/29/1883	Maryland
Richard Purnell Spates, Jr.	son	1830	11/6/1849	4/15/1886	Maryland
Frances Spates (Spedden)	dau				Maryland
Richard Purnell Spates	hus	12/25/1792	2/11/1857	3/5/1863	Maryland
Jane E. Benton (2 nd)	wife	1822		1860	Maryland
Robert C. Fields	hus	1797		1829	Maryland
Elizabeth Granger	wife	1796		1873	Maryland
Jetson Granger Fields	dau.	6/4/1821	1854?	12/4/1903	Maryland
Ann Boyd "Nancy" Fields	dau.	11/4/1825	9/28/1846	12/24/1878	Maryland
End of 1 st Generation					
George Washington Spates	hus	9/1825	9/28/1846	3/18/1883	Maryland
Ann Boyd Fields (1 st)	wife	11/4/1825		12/24/1878	Maryland
Frances Thomas Spates (Butler)	dau.	8/4/1847	1/4/1867	7/1/1918	Maryland
Richard Fremont Spates	son	5/17/1850	1876	2/10/1930	Maryland
Sarah Agnes Spates (Fisher)	dau.	7/20/1851	1870	1/13/1916	Maryland
Franklin Pearce Spates	son	2/29/1853	never	12/6/1927	Maryland
Thomas Purnell Spates	son	9/27/1854	9/6/1883	1932	Maryland
Estelle Amelia Spates (Harris)	dau.	8/15/1856	12/4/1878	8/31/1939	Maryland
Georgianna Spates	dau.	2/10/1860	infant	10/16/1863	Maryland
Lulu A. Boyd Spates (Trundle)	dau.	6/15/1861	5/24/1882	6/1/1885	Maryland
Georgie W. Spates (Stouffer)	dau.	3/3/1865	10/29/1889	10/17/1925	Maryland
George Washington Spates	hus	9/1825	11/15/1882	3/29/1883	Maryland
Kate Leland Cole (2 nd)	wife	1836			Maryland
Richard Purnell Spates , Jr.	hus	1830	11/6/1849	4/15/1886	Maryland
Margaret B. Lee	wife	1831		1900	Maryland
Ida K. Spates	dau.	11/1859			Maryland
Charles R. Spates	son	3/1862			Maryland

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Harry L. Spates	son	4/1864			Maryland
George A. Spates	son	1868		1880	Maryland
Emily A. Spates	dau.	1872		1880	Maryland
Fannie L. Spates	dau.	1875		1880	Maryland
Oliver W. Spedden	hus				Maryland
Frances Spates	wife				Maryland
End of 2 nd Generation					

Name	Rel.	Birth	Married	Died	Born in
Charles Martin Butler	hus	5/15/1843	1/4/1867	4/12/1918	Virginia
Frances Thomas Spates	dau.	8/4/1847		7/2/1918	Maryland
Charles Spates Butler	son	1/11/1868		1/20/1961	Maryland
Richard Thomas Butler	son	8/23/1869		1/11/1952	Maryland
Harry Lee Butler	son	4/23/1871		10/17/1914	Maryland
Walter Mason Butler	son	5/3/1873		3/23/1951	Maryland
Corrie F. Butler	dau.	10/23/1876		3/12/1953	Maryland
William George Butler	son	6/20/1879	never	3/11/1948	Maryland
Lula C. Butler	dau.	12/14/1882	never	11/14/1970	Maryland
Joseph Gorman Butler	son	8/4/1884		3/18/1951	Maryland
Rosser Eugene Butler	son	6/10/1887		7/12/1964	Maryland
Richard Fremont Spates	hus	5/17/1850	1876	2/10/1930	Maryland
Clara Elizabeth Karn	wife	9/30/1859		11/9/1905	Maryland
Howard Jetson Spates	son	7/23/1877		4/11/1938	Maryland
William O. Horsey Spates	son	10/9/1878		7/4/1918	Maryland
Joseph Roger Spates	son	11/8/1881		9/4/1950	Maryland
Thomas Webster Spates	son	3/7/1884		1/5/1956	Maryland
Clara C. Spates	dau.	11/12/1886	infant	11/24/1886	Maryland
Nellie Elizabeth Spates	dau.	2/21/1890	infant	8/12/1890	Maryland
Elizabeth Lucille Spates (Bachman)	dau.	10/12/1895	1929?	12/4/1982	Maryland
Anna May Rebecca Spates (Shaw)	dau.	12/18/1897		4/10/1971	Maryland
Name	Rel.	Birth	Married	Died	Born in

George W. Spates Family History

George Cumberland Fisher	hus	3/11/1838	1870	6/5/1901	
Sarah Agnes Spates	wife	7/20/1851		1/13/1916	Maryland
Albert Boyd Fisher	son	8/1/1871		7/5/1938	Maryland
Thomas Spates Fisher	son	3/10/1873		9/6/1920	Maryland
Lulu Fisher	dau.	10/30/1875	infant	10/26/1876	Maryland
Jacob Thomas Fisher	son	8/17/1880		5/8/1967	Maryland
Thomas Purnell Spates	hus	9/25/1854	9/6/1883	1/6/1932	Maryland
Annie Lee Fields	wife	4/24/1862		2/15/1942	Maryland
Mamie Spates (Perry)	dau.	6/17/1890		1983	
Jetson Fields Spates	son	7/29/1894		1958	
George Washington Spates	son	11/28/1896		3/20/1920	
Thomas Hilary Spates	son	5/26/1905		1/1970	
Sarah Agnes Spates (Feagans)	dau.	10/3/1892		11/21/1959	
Charles Richard Harriss	hus	9/25/1856	12/4/1878	1/30/1912	Maryland
Estelle Amelia Spates	wife	8/15/1856		8/31/1939	Maryland
John Horatio Trundle	hus	5/10/1857	5/24/1882	3/6/1926	Maryland
Lulu Alvernon Boyd Spates	wife	6/15/1861		6/1/1885	Maryland
Americus Dawson Trundle	son	1883		1971	Maryland
Norman Trundle	son	1886		1905	Maryland
Charles Henry Stouffer	hus	11/26/1866	10/29/1889	7/26/1942	Maryland
Georgia A. Spates	wife	3/3/1865		10/17/1925	Maryland
Albert Franklyn Stouffer	son	5/22/1892		11/4/1943	Maryland
Charles Henry Stouffer	son	9/17/1897		12/28/1976	Pennsylvania

Montgomery County Courthouse, Rockville, MD, Deed Book BS 10, p. 342, recorded 2/3/1841.

At the request of Richard P. Spates, the following Deed was recorded the 3rd day of February 1841, to wit:

This Indenture made this twenty-eighth day of November in the year of our Lord one thousand eight hundred and forty, between George W. Peter of Montgomery County in the State of Maryland of the one part, and Richard P. Spates of the County and State aforesaid of the other part. Witnesseth, that the said George W. Peter for and in consideration of the sum of one thousand and ninety eight dollars and fifty cents, current money of the United States to him in hand paid by the said Richard, before the sealing and delivery of these presents, the receipt whereof, he the said George W. Peter doth hereby acknowledge, and from every part and parcel thereof doth hereby acquit, exonerate and discharge the said Richard, his heirs, executors and administrators, he the said George W. Peter, hath granted, bargained, sold, aliened, enfeoffed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff and confirm unto the said Richard, his heirs and assigns: All that part of a tract of land called "The Resurvey on Blanters," and part of a tract called "Cropbasket" or "Corsbasket" lying and being in Montgomery County, the whole lying contiguous to and adjoining each other, and included in the following courses and distances, to wit: Beginning at a stone planted at the end of the fourth line of that part of said tracts heretofore laid out for Susan Darby, now Susan Swift, and running thence North seventy degrees West thirty-one and three-tenths perches to a stone, fixed at the end of the sixth line of that part of said tract heretofore laid out for Thomas F. W. Vinson; then with the lines of said part North one hundred and twenty-four perches and three-tenths of a perch; South eighty degrees West ten perches; South sixty-four degrees West twenty-seven perches and four-tenths of a perch; North twenty-nine and one-half degree West eighteen perches; North forty degrees West fourteen perches; North eighty-seven and one-half degrees West thirty-nine perches; North fourteen and one-half degrees West thirty perches; North twelve perches; North six and a half degrees East ten perches; North eight and one-half degrees West eight perches; North twenty-three and one-half degrees West eight perches; North fifty-three degrees West five perches; North three degrees West five perches; North twelve and one-half degrees East twenty-nine perches; North eleven and one-half degrees West ten and one-half perches to a bounded elm tree; North five and a quarter degrees East fifty-three perches; North two degrees West thirteen perches; North fourteen and one quarter degree East ten perches and nine-tenths of a perch to a bounded hickory; North thirty-nine degrees East forty-six perches; North fifty degrees East nine and one-quarter perches to the forty-first line of the "Resurvey on Cropbasket" then with said line; South thirty-eight degrees and forty-nine minutes East one hundred and thirty-six and three-quarter perches to a stone planted at the beginning of a tract of land called "Friendship;" then with the first line of said tract South twenty-three degrees West eighty perches to the end of the thirteenth line of "The Resurvey on Blantire;" then with said tract reversed East thirty-nine perches; South five and one-half perches to a stone; West five and one-quarter perches to a stone; and then by a straight line to the first beginning. **Containing** one hundred and sixty-eight and one-half [173.8] acres of land, be the same, more or less, together with all and singular the buildings, improvements, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders, rents, fees and profits thereof and all the estate, right, title and interest whatsoever of him the said George W. Peter, both at law and in equity, of, in, to and out of the said tracts or parcels of

George W. Spates Family History

land and premises hereby bargained and sold, or meant, mentioned, or intended hereby so to be. To Have and To Hold the said tracts or parcels of land so as aforesaid described with the building and appurtenances all and singular other the premises hereby bargained and sold, or meant, mentioned, or intended hereby so to be, and every part and parcel thereof unto the said Richard P. Spates, his heirs and assigns forever, and to and for no other use, intent or purpose whatsoever; and the said George W. Peter, for himself, his heirs, executors and administrators doth hereby covenant, grant, promise and agree to and with the said Richard P. Spates, his heirs or assigns, that he the said George W. Peter and his heirs the said tracts or parcels of land and premises hereby granted, bargained and sold and every part and parcel thereof to him the said Richard P. Spates, his heirs and assigns, against him the said George W. Peter and his heirs, and against all and every person or persons, whatsoever, claiming or to claim any right, title or interest in and to the same, or any part thereof, shall and will hereafter, warrant and forever defend by these presents.

In witness whereof, the said George W. Peter and Jane Peter, wife of the said George, hath hereunto subscribed their names and affixed their seals the day and year first herein before written.

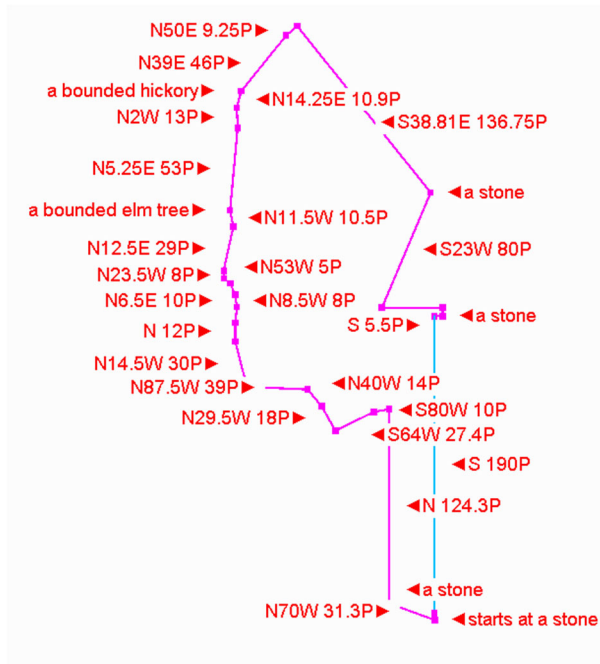
Signed, sealed, and
delivered in presence of
Tho. C. Sannan, Jesse Veirs

Geo. W. Peter {Seal}
Jane B. Peter {Seal}

State of Maryland, Montgomery County, Sect: Be it remembered, and it is hereby certified that on this twenty-eighth day of November, Anno Domini 1840, before the subscribers two Justices of the Peace of the State of Maryland for the County aforesaid, personally appeared George W. Peter and Jane Peter, his wife, (they being known to us to be the persons 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 Jane Peter having signed, sealed and executed said Indenture before us out of the hearing and presence of her husband and the said Jane Peter being by us examined out of the presence and hearing of 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 fear of his displeasure & declareth and saith that she doth. In testimony whereof, we hereunto subscribe our names on the day and year aforesaid. Before Tho. C. Sannan

Jesse Veirs



George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book STS 5, p. 237, recorded 3/4/1851.

At the request of George W. Spates, the following Deed was recorded the 4th day of March 1851, to wit:

This Indenture made this 22nd day of February A.D. 1851, between Richard P. Spates and Amelia Spates, his wife, of the County of Montgomery in the State of Maryland, of the one part, and George W. Spates of the County and State aforesaid of the other part. Witnesseth, that the said Richard P. Spates and Amelia Spates, his wife, for and in consideration of the sum of one thousand dollars current money to them in hand paid by the said George W. Spates before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have given, granted, bargained and sold and by these presents do give, grant, bargain and sell to the said George W. Spates, all the right, title and estate, whether logical or equitable, of them the said Richard P. Spates and Amelia Spates, his wife, of, in and to the tract, parcel or parcels of land situate, lying and being in the County and State aforesaid, being part of a tract of land called "The Resurvey on Blanters," and part of a tract of land called "Crossbasket" or "Corsbasket" which are particularly described by courses and distances, metes and bounds, in a deed of conveyance from George W. Peter and Jane B. Peter, his wife, to the said Richard P. Spates bearing date on or about the 28th day of November A.D. 1840 and recorded in folios 342 & 343 of Liber B. S. No 10, one of the public Land Records of the County aforesaid, together with all and singular the buildings and improvements, [illegible] lands the rights, privileges and appurtenances therewith belonging and appertaining. To have and to hold the same [illegible] and forever thereof, with the privileges, improvements, and appurtenances to him the said George W. Spates, his heirs and assigns forever, to and for his own use only and to and for no other use, intent or purpose whatsoever. In witness, whereof the said Richard P. Spates and Amelia Spates, his wife, have hereunto subscribed their names and affixed their seals the day and date first within written.

In presence of
John A. B. Loonoved
Phillip L. Phillips

Rich. P. Spates {Seal}
her
Amelia X Spates {Seal}
mark

State of Maryland, Montgomery County, Sct: Be it remembered and it is hereby certified that on this twenty-second day of February A.D. 1851, before the subscribers two Justices of the Peace of the State of Maryland in and for Montgomery County, personally appeared Richard P. Spates, who is known to us of our own knowledge to be the person so named and described as party Grantor in the foregoing deed and acknowledged the same as [illegible] for his act and deed, for the purposes therein mentioned, at the same time also personally appeared Amelia Spates personally known to us as aforesaid and separate and apart from her said husband and out of his presence and hearing did sign and acknowledges [illegible] aforesaid [illegible]

John A. B. Loonoved, J.P.
Phillip L. Phillips

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book JGH 2, p. 515, recorded 11/15/1853.

At the request of George W. Spates, the following Bond of Conveyance was recorded this 15th day of November 1853, to wit:

Know all men by these presents that Benjamin P. Power of the City of Baltimore in the State of Maryland is held and firmly bound unto George W. Spates of Montgomery County in said State in the full and just sum of fifteen hundred dollars, lawful money of the United States, to be paid to the said Spates or his heirs certain attorney, executors, administrators or assigns, to the payment whereof, he binds himself, his heirs, executors and administrators firmly by these presents; sealed with his seal and dated this fourth day of April in the year of our Lord one thousand, eight hundred and fifty-three. Whereas, the above bound Benjamin P. Power sold to the aforesaid George W. Spates and contracted and agreed to grant and convey, or cause and procure to be granted and conveyed, to him, his heirs and assigns forever, the property and premises hereinafter described, with the rights and appurtenances to the same belonging. In consideration of the sum of eight hundred and eighty-five dollars on account of which the said George W. Spates has paid to the said Benjamin P. Powers, the sum of two hundred dollars in cash, and for the balance, say, six hundred and eighty-five dollars has delivered to him three promissory notes duly stamped, that is to say, one for two hundred and forty one dollars and fifty cents payable at one year; one other for two hundred and twenty one dollars and twenty-five cents payable at two years; and the other for the like sum of two hundred and twenty one dollars and twenty-five cents, payable at three years after date, all dated at Baltimore the 1st day of March 1853 and drawn by the said George W. Spates, to and in favor of the said Benjamin P. Power or order and are payable respectively in Baltimore aforesaid, and all bear interest from date, payable annually. Now the condition of the foregoing obligation is such that if upon payment of the balance of the purchase or consideration money with interest thereon, as secured by the above recited three promissory notes at the times limited by said notes for the payment of the same, the said Benjamin P. Power his heirs or assigns do and shall well and sufficiently grant and convey or cause and procure to be granted and conveyed unto the said George W. Spates his heirs and assigns forever, all that part of a tract or parcel of land situate and lying in Montgomery County and State of Maryland aforesaid being a part of the tract called "Sugar Land Forest" and a part of the land lately conveyed by James L. Sutton and wife to the said Benjamin P. Power; and comprising all that part of Lot No. 1 (one) as described in the Division of the Lands of Thomas O. Williams made by James H. Allnutt, Colmore Williams and William Chiswell, on the twenty fifth day of June A.D. eighteen hundred and twenty nine which lies North of a line drawn from the end of ninety one perches, the fifth line of said whole Lot to a white oak tree on the North side of and near the spring of water flowing from said Power's land and thence by a straight line to the corner of Poole's, formerly Wilson's land, nearest to said spring; and so as to leave the said spring on the remaining land of said Power; the part hereby contracted to be conveyed containing one hundred and seventy seven acres, or there about, be the same more or less. Together with the buildings, improvements, advantages and appurtenances to the same belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and that by such deed or deeds of conveyance and assurance in the law as shall or may be reasonably advised or devised and required by the said George W. Spates, his heirs and assigns or his or their counsel; and if until such conveyance be

George W. Spates Family History

made and perfected, or until default made in the payment of the balance of the purchase money with interest thereon, mentioned to be secured by the aforesaid promissory notes or of some part thereof at the times limited by the said notes for the payment of the same, the said George W. Spates, his heirs and assigns, be suffered and permitted, peaceably and quietly to enter into, have, hold and enjoy the piece or parcel of land and premises above described and so as aforesaid sold and contracted to be conveyed with the rights and appurtenances aforesaid, without any manner of let hindrance or interruption of, from or by the said Benjamin P. Power, his heirs or assigns, or any other person or persons claiming, legally or equitably, any estate or interest, or rights or title thereto through, by or under him, there and in those events, the foregoing obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

Benj. P. Power {Seal}

in the presence of Chas. A. Leloup

Edw. G. Starr

State of Maryland, City of Baltimore, S.S.: Be it remembered and it is hereby certified, that on this fourth day of April in the year of our Lord one thousand, eight hundred and fifty-three before the subscribers, two Justices of the Peace of the State of Maryland, in and for the City of Baltimore aforesaid, personally appears Benjamin P. Power, he being known to us of our own knowledge to be the person who is named, and described as and professing to be the obligor in the foregoing Bond for Conveyance or Instrument of writing, and doth acknowledge the same to be his act and deed. In testimony whereof we hereunto subscribe our names on the day and year aforesaid.

Chas. A. Leloup

Edw. G. Starr

State of Maryland, Baltimore City, Sct: I hereby certify that Charles A. Leloup and Edward G. Starr, Esquires, before whom the annexed acknowledgment was made and who have thereto subscribed their names, were at the time of so doing two Justices of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn. In testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this fourth day of April A.D. 1853.

Edw. Downing

Clerk of the Superior Court of Baltimore City

Montgomery County Courthouse, Rockville, MD, Deed Book JGH 5, p. 206, recorded 5/28/1856.

At the request of Samuel C. Young, the following Deed was recorded May 28th, 1856, to wit: This Indenture made this thirteenth day of March in the year of our Lord, one thousand, eight hundred and fifty-six, between Benjamin Cooley, Jr., and Elizabeth A. Cooley, his wife, of Montgomery County, in the State of Maryland, of the one part, and Samuel C. Young, of the said County and State of the other part. **Witnesseth**, that for and in consideration of the sum of twelve hundred dollars, current money, by the said Samuel C. Young, to the said Benjamin Cooley, Jr. and Elizabeth A. Cooley, 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 Benjamin Cooley, Jr., and Elizabeth A. Cooley, his wife, have bargained and sold, aliened and enfeoffed, and by these presents do give, grant, bargain, and sell, alien, enfeoff, release, convey, and confirm, unto the said Samuel C. Young, his heirs and assigns, all the estate, right, title, and interest, trust, property, claim and demand, whatsoever, at law and in equity of them the said Benjamin Cooley, Jr., and Elizabeth A. Cooley, his wife, of, in, and to, all that part of a tract of land, called "Refusal," situate and lying in Montgomery County foresaid, which was conveyed to Silas Wherry by Charles Gassaway, by deed bearing date 11th day of February, A.D. 1811 and recorded in Liber R, folios 179 and 180, one of the Land Records of said Montgomery County and contained within the following metes and bounds, courses and distances, to wit: **Beginning** at the end of twenty-two perches on the nineteenth line of said tract and running with the lines thereof North twenty-six and three quarters degrees West, two perches to a stone planted at the end of said line; thence North twenty-one and three-quarter degrees West, thirty feet; thence South thirty-two and one-half degrees West thirteen perches to Potomac River, thence down said River and bounding therewith South twenty-four and three quarters degrees East, sixty-three feet, then with a straight line to the beginning. **Containing** fifty square perches of land, more or less. Also, all the estate, right, title, and interest, trust, property claim, and demand of them, the said Benjamin Cooley, Jr., and Elizabeth A. Cooley, his wife, of, in, and to, all that part of the said tract of land, called "Refusal" which was conveyed to Thomas Cross by Charles Gassaway by deed dated 29th day of November, A.D. 1813, and recorded in Liber R, folios 258 and 259, one of the Land Records of said Montgomery County and contained within the following metes and bounds, courses and distances, to wit.: **Beginning** at a stone planted at the end of the seventeenth line of said tract, and running thence with the lines thereof North thirteen and three-fourths degrees West, thirty-three perches to a stone; then North twenty-six and three-fourths degrees West, twenty-two perches; then South thirty-six and one-half degrees West, thirteen perches to the River Potomac, then running down said River South twenty-four and three-fourths degrees East, sixteen perches; South twenty-one degrees East, twenty-seven perches; then South ten and three-fourths degrees East, five perches; then with a straight line to the first beginning. **Containing** three acres and sixty square perches of land, more or less. Together with all and singular the buildings, improvements, rents unpaid, or that may hereafter accrue thereon, ways, waters, water courses, rights, members, privileges, advantages, and appurtenances thereto belonging, or in any wise appertaining. To have and to hold the said herein described premises, with the appurtenances thereunto belonging, unto the said Samuel C. Young, his heirs and assigns, to the only proper use of the said Samuel C. Young, his heirs and assigns forever. In testimony whereof the said Benjamin Cooley, Jr., and Elizabeth A. Cooley, his wife, have hereunto set their hands and seals the day and year first above written.

George W. Spates Family History

Signed, sealed, and delivered
in presence of Geo. R. Braddock

Benjamin Cooley, Jr. {Seal}
Elizabeth Ann Cooley {Seal}

State of Maryland, Montgomery County, Sct.: Be it remembered and it is hereby certified that on this 13th day of March, A. D. one thousand, eight hundred and fifty-six, before the subscriber, one of the Justices of the Peace of the State of Maryland, in and for Montgomery County aforesaid, personally appeared Benjamin Cooley, Jr., and Elizabeth A. Cooley, his wife, they being known to me to be the persons who are named and described as and professing to be the parties of the foregoing deed or indenture, and do severally acknowledge the said indenture or instrument of writing to be their respective act and deed; the said Elizabeth A. Cooley having signed and sealed said indenture, before me and out of the presence and hearing of her husband, and the said Elizabeth A. Cooley being by me 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 er husband, or by fear of his displeasure, declareth and saith that she doth. In testimony whereof I herewith subscribe my name on the day and year aforesaid.

Geo. R. Braddock

Received of Samuel C. Young, Esq., the sum of twelve hundred dollars, current money, the consideration money mentioned in the foregoing deed. Witness my hand & seal the day and year aforesaid.

Benjamin Cooley {Seal}



George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book JGH 5, p. 525, recorded 12/30/1856.

At the request of George W. Spates, the following Deed was recorded on Dec. 30th 1856, to wit:

This indenture made this twelfth day of December, in the year of our Lord eighteen hundred and fifty-six, between John R. Hoskinson of Montgomery County in the State of Maryland, of the one part, and George W. Spates of the aforesaid County and State of the other part. Whereas the said John R. Hoskinson and George W. Spates stand in debt unto a certain Richard W. Williams in their two joint and several single bills bearing date the fifth day of December in the year eighteen hundred & fifty-five for one hundred dollars each, one payable six months after date and the other twelve months after date, with interest, on each from date. And, whereas the said single bills were made and given to the said Richard W. Williams for the debt of the said John R. Hoskinson, the said George W. Spates being party thereto as the surety of the said John R. Hoskinson and the said John R. Hoskinson being desirous of saving the said George W. Spates harmless from all loss or damages which he may sustain from being surety as aforesaid, doth execute these presents. Now this indenture Witnesseth, that the said John R. Hoskinson for and in consideration of the premises and the further sum of five dollars to him the said John R. Hoskinson in hand paid by the said George W. Spates at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened & enfeoffed and by these presents doth give, grant, bargain and sell unto the said George W. Spates, his heirs and assigns forever, all the undivided interest and estate of the said John R. Hoskinson of, in and to all the lands and real estate whereof a certain Hilleary Hoskinson, father of the said John R. Hoskinson died seized and possessed of. To have and to hold the same and every part thereof to him the said George W. Spates, his heirs and assigns forever in trust nevertheless for the following purposes to wit: that if the said John R. Hoskinson shall fail to pay or cause to be paid and satisfied to the said Richard W. Williams the said single bills and the interest thereon when the same shall become due and payable, and in default of such payment by the said John R. Hoskinson, payment shall be demanded of the said George W. Spates, it shall & may be lawful for the said George W. Spates, his heirs & executors & administrators to enter upon and take possession of the said undivided interest and to sell the same at public or private sale and upon such terms of cash or credit as he and they shall prescribe and the proceeds of such sale after deducting the costs and expenses thereof to apply the balance or so much as may be required to the payment of the said single bills and the interest thereon and after the payment of said single bills and interest, the surplus if any from the proceeds of said sale to pay over to the said John R. Hoskinson. In testimony whereof, the said John R. Hoskinson has hereunto set his hand & seal on the day & year aforesaid.

Signed, sealed & delivered in the presence
of B. Shreve, Edward Hoskinson

John R. Hoskinson {Seal}

State of Maryland, Montgomery County, to wit: Be it remembered and it is hereby certified that on this twelfth day of December in the year of our Lord eighteen hundred and fifty six before me the subscriber a Justice of the Peace of the State of Maryland in and for Montgomery County aforesaid, personally appears John R. Hoskinson, he being known to me to be the person who is named and described as and professing to be a party to the foregoing deed or indenture and doth

George W. Spates Family History

acknowledge the said indenture or instrument of writing to be his act & deed. In testimony whereof, I have herewith subscribed my name on the day and year aforesaid.

Jno. F. Fletchall, J.P.

State of Maryland, Montgomery County, Sct: I hereby certify that on this thirtieth day of December in the year of our Lord eighteen hundred and fifty-six before the subscriber, a Justice of the Peace of the said State in and for the County aforesaid, personally appeared George W. Spates, party Grantee to the within instrument and made oath in due form of law that the consideration in the said instrument is true and bona fide as therein set forth.

Geo. R. Braddock

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George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book JGH 7, p. 68, recorded 8/19/1858.

At the request of George W. Spates, the following Deed was recorded 19th August 1858, to wit:

This indenture made this twenty-first day of June A.D. 1858, between John H. Lowe and Henry L. Lowe of the County of Montgomery in the State of Maryland, of the one part, and George W. Spates of the County and State aforesaid of the other part. Witnesseth, that the said John H. Lowe and Henry L. Lowe for and in consideration of the sum of fifteen dollars current money to them in hand paid by the said George W. Spates before the execution and delivery hereof of the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do grant, bargain and convey to the said George W. Spates, his heirs forever, in fee simple, all that tract, piece or parcel of land containing three acres and four perches of land, more or less, situate, lying and being in the County and State aforesaid, which is described as part two in a conveyance from Jane Williams, Executrix of Elisha W. Williams of the County and State aforesaid, now deceased, to the John H. Lowe and Henry L. Lowe, which deed of conveyance bears date on the eleventh day of June A.D. 1858. In witness whereof, the said John H. Lowe and Henry L. Lowe have hereunto subscribed their names and affixed their seals this twenty-first day of June A.D. 1858.

Witness: Tho. C. Lannan

John H. Lowe {Seal}

Henry L. Lowe {Seal}

State of Maryland, Montgomery County, Sct: Be it remembered and it is hereby certified that on this 21st day of June A.D. 1858, before the subscriber, a Justice of the Peace of the State of Maryland in and for Montgomery County, personally appeared John H. Lowe and Henry L. Lowe who are known to me of my own personal knowledge to be the persons who are named in, as and professing to be parties Grantors in the within and foregoing deed or instrument of writing and severally acknowledged the same as and for the act and deed of them and each of them.

Tho. C. Lannan

Montgomery County Courthouse, Rockville, MD, Deed Book JGH 7, p. 226, recorded 2/5/1859.

At the request of Samuel C. Young, the following Deed was recorded 5th February 1859, to wit: This Indenture, made this eleventh day of December in the year of our Lord one thousand, eight hundred and fifty-eight between William D. Poole and Rebecca Poole, his wife, of the County of Montgomery in the State of Maryland of the one part, and Samuel C. Young of the County and State aforesaid of the other part. **Witnesseth** that the said William D. Poole and Rebecca Poole, his wife, for and in consideration of the sum of two hundred and ninety-two dollars, sixty-two and a half cents, current money, to them in hand paid by the said Samuel C. Young before the execution and delivery hereof, the receipt whereof is hereby acknowledged, have given, granted, bargained, and sold, and do hereby give, grant, bargain and sell to the said Samuel C. Young, his heirs and assigns in fee simple, with general warranty of title a tract or parcel of land in the County and State aforesaid, in two parts: it being part of the lands purchased by the said William D. Poole from the Trustees of Sarah H. Bouic and bounded as follows: **Beginning** for the first part at a stone heretofore planted at the end of the eighteenth line of a tract of land called "Preston's March" and running thence North three and three-fourths degrees West, forty and one half of a perch to a stone now planted on the South side of the road from Poolesville to Edward's Ferry; thence with said road on the South side thereof South seventy-two and a half degrees West, thirty-one perches to a stone now planted at the end of forty-four perches and six-tenths of a perch on the eighty-first line of "Preston's March"; thence with said line, reversed South forty-six and one half degrees East, forty-four perches and six-tenths of a perch to the first beginning. **Containing** three acres and three-fourths of an acre of land, more or less. **Beginning** for the second part at a stone now planted at the end of forty-eight perches on the eighty-first line of "Preston's March" and running thence North twenty-seven degrees West, fifteen perches and one twentieth of a perch to a stone now planted; thence North thirty-four and three-fourths degrees East, fifty-two perches and eight-tenths of a perch to a stone heretofore planted at the end of the twenty-sixth line of a conveyance from Joseph N. Dawson to the said Samuel C. Young; then with said line reversed North eighty-seven and a fourth degrees West, forty-five perches and six-tenths of a perch to a stone heretofore planted at the end of fifty perches on the eighty-second line of "Preston's March"; thence with said line reversed South seventeen degrees East, fifty perches to a stone heretofore planted at the end of the eighty-first line of "Preston's March"; and thence with said line reversed South forty-six [thirty-three] and one half degrees East eleven perches and eight-tenths of a perch to the first beginning. **Containing** seven acres of land, more or less, and making in the whole ten and three-fourths acres, more or less.

In witness whereof the said William D. Poole and Rebecca Poole, his wife, have hereunto subscribed their names and affixed their seals the day and year first within written.

William D. Poole {Seal}

Witness: Thomas C. Lannan,

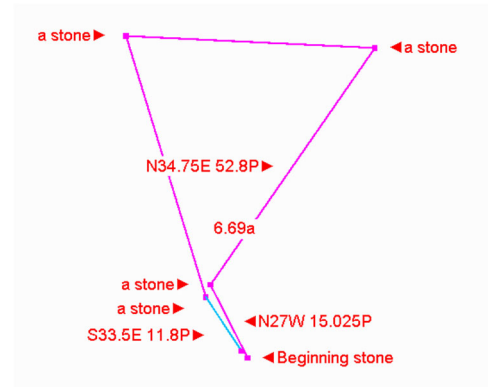
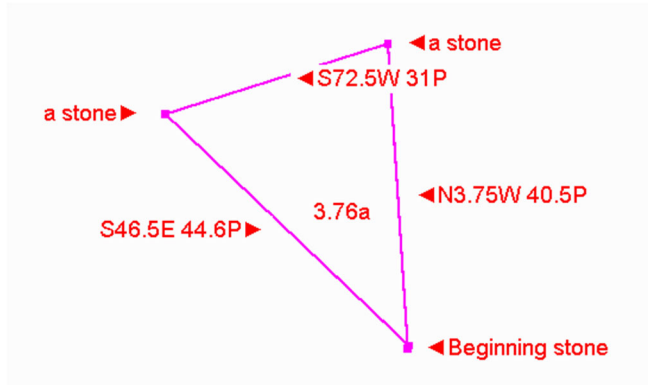
Rebecca Poole {Seal}

State of Maryland, Montgomery County, Sct.: Be it remembered and it is hereby certified that on this 11th day of December A.D. 1858, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Montgomery County, personally appeared William D. Poole, who is known to me of my own knowledge to be the person named as and professing to be the grantor in the foregoing deed or instrument of writing, and acknowledged the same as and for his act and deed. At the same time also personally appeared Mrs. Rebecca Poole, wife of the said William D.

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Poole, who is also personally known to me and separately and apart from and out of the presence and hearing of her said husband, signed, sealed, acknowledged, and delivered the foregoing deed or instrument of writing as and of her act and deed, and declared that she made her execution and acknowledgement thereof freely and voluntarily without being thereto induced by fear or threats on the part of her said husband of the fear of his displeasure. Acknowledged before:

Thomas C. Lannan



Montgomery County Courthouse, Rockville, MD, Deed Book JGH 7, p. 401, recorded 6/3/1859.

At the request of Samuel C. Young, the following Deed was recorded 3rd June, 1859, to wit: This Deed, made this third day of June in the year eighteen hundred and fifty-nine by John Brewer and William V. Bowie, Trustees. **Witnesseth**, whereas by a decree of the Circuit Court for Montgomery County as a Court of Equity passed December the nineteenth in the year eighteen hundred and fifty-six, in the case of Richard T. West and others, vs. Mary Cross and others, the said William V. Bowie and John Brewer were appointed Trustees to sell the land decreed to be sold and have sold the house and lot at Edwards Ferry, a part of said real estate, to Samuel C. Young for forty-one dollars, who has fully paid the purchase money therefore.

Now therefore, in consideration of the premises, the said John Brewer and William V. Bowie do grant unto the said Samuel C. Young all the right and title of all the parties to the aforesaid cause, in, and to the said house and lot at Edwards Ferry, being the undivided fourth part thereof, and being part of a tract of land called "Refusal" and contained within the following metes and bounds, courses and distances, to wit: **Beginning** at a stone planted at the end of the seventeenth line of said tract, and running thence with the outlines thereof North thirteen and three quarters degrees West, thirty-three perches to a stone; thence North twenty-six and three quarters degrees West, twenty-two perches; thence South thirty-six and a half degrees West, thirteen perches to the Potomac River; thence down said river South twenty-four and three quarters degrees East, sixteen perches; South twenty-one degrees East, twenty-seven perches; South ten and three quarters degrees East, five perches; then with a straight line to the beginning. **Containing** three acres, and sixty square perches, more or less, lying and being in Montgomery County, in the State of Maryland, in fee simple.

Witness our hands and seals.

Test: George Peter, Jr.

Geo. R. Braddock

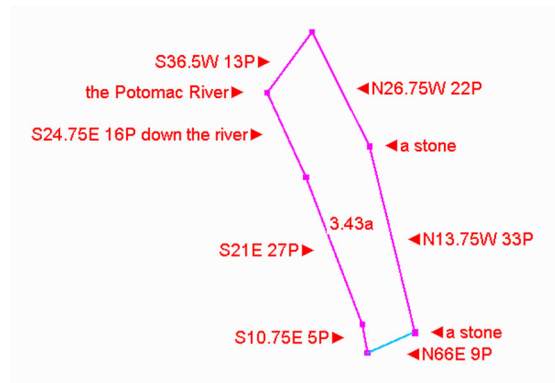
J. Brewer {Seal}

W. Veirs Bowie {Seal}

Trustees

State of Maryland, Montgomery County, to wit: I hereby certify that on this third day of June in the year eighteen hundred and fifty-nine, before the subscriber, a Justice of the Peace of said State, in and for the County aforesaid, personally appeared John Brewer and William V. Bowie and severally acknowledged the foregoing deed to be their respective act.

Geo. R. Braddock, J.P.



Montgomery County Courthouse, Rockville, MD, Deed Book EBP 1, p. 289, recorded 8/2/1864.

At the request of John T. Fletchall & John H. Williams, the following Deed was recorded the 2nd day of August 1864, to wit:

This Indenture, made this first day of August in the year eighteen hundred and sixty-four, between Samuel C. Young and his wife, Eugenia T. Young of the County of Montgomery in the State of Maryland of the one part, and John T. Fletchall & John H. Williams of the same State and County of the other part.

Witnesseth, That for and in consideration of ten thousand dollars, current money, by the said John T. Fletchall & John H. Williams to the said Samuel C. Young in hand paid, at and before the sealing and delivery of these presents, the receipt of which he doth acknowledge, the said Samuel C. Young hath bargained and sold, and by these presents doth give, grant, bargain and sell, release, convey and confirm unto the said John T. Fletchall and John H. Williams, their heirs and assigns, all those tracts, parts of tracts or parcels of land called "Refusal," "Cider & Ginger," "Three Springs" and "Preston's March," all lying and being adjacent to each other, situate and lying in said Montgomery County, and contained within the following metes and bounds, courses and distances, to wit: **Beginning**, to include the whole, at the end of the eighth line of said Young's whole tract, as conveyed to him by Joseph N. Dawson, at a stone on the towpath side of the Chesapeake and Ohio Canal, and running thence South nineteen degrees West sixty two perches to the bank of the Potomac River; thence down the bank thereof South fifty nine degrees East five and one quarter perches; thence South forty eight degrees East twenty four perches, crossing Broad Run Branch; thence South fifty six and a half degrees East sixty perches; then South fifty and one half degrees East fifty six perches; thence South forty and one half degrees East ninety eight perches; thence South thirty four degrees East eighty eight perches to the South side of a small gut on the upper side of the Edward's Ferry Landing; thence South thirty four degrees East eight perches across Ferry road; then South nineteen and a half degrees East forty seven perches to a stone, where formerly was a sycamore tree; thence South thirty one and a quarter degrees East sixty three perches to a stone, it being the beginning of Thomas Dawson's part of "Preston's March," on a division thereof between him and Thomas F. Chiswell; thence North sixty one and one third of a degree East fifty two and two tenths perches to a stone on the eighteenth line of "Preston's March;" thence North twenty and one half degrees West eighty three and one half perches to a stone; thence with the outline of a lot purchased of Wm. D. Poole by Samuel C. Young North three and three fourths of a degree West forty and one half perches to a stone on the South side of the road leading to Poolesville from Edward's Ferry; thence South seventy two and a half degrees West thirty one perches to a stone on the 81st line of "Preston's March" and 44-6/10 perches from the beginning thereof; thence by new lines, now made, to cut this portion off from the whole tract of the said Young, South seventy eight degrees West two and three tenths of a perch to a stake; thence South five perches to a stake on the South side of the river road; thence South eighty degrees West seventeen and eight tenths of a perch across the said Canal to the outlet of a culvert on the South side of the Canal; thence up the towpath side of said Canal, with the limits thereof North fourteen and three fourths of a degree West twenty six and six tenths perches; thence North twenty one degrees West twenty six and three tenths of a perch; thence North twenty nine degrees West thirty nine and one quarter perches; thence North thirty three degrees West thirty four and one quarter perches; thence North thirty seven degrees West forty five and one tenth perches; thence North forty degrees West forty

two & six tenths perches; thence North forty two degrees West thirty four and eight tenths perches; thence North forty one and a half degrees West twenty four and a half perches; thence North forty four degrees West twenty six perches; thence North forty seven and a half degrees West thirty four and four tenths perches; thence North fifty three and one half degrees West fifteen and one tenths perches; which line crosses Broad Run Branch; thence North sixty one degrees West nine and one tenth perches to a stone and the place of the beginning. Containing, clear of the Canal, one hundred and forty-three acres and three roods of land, more or less. Also, the said Samuel C. Young bargains and sells to the said John T. Fletchall and John H. Williams, for the above consideration, all that portion of land which he purchased of Wm. D. Poole, containing $3\frac{3}{4}$ acres, and conveyed to said Young by deed, and recorded in Liber J. G. H. No. 7, folio 226, 227 & 228 of Land Records of Montgomery County, Maryland. Also, the said Young conveys, in fee simple, to the party of the second part, all that portion of land which he purchased of Benjamin Cooley and conveyed to him by deed recorded in Liber J. G. H. No. 5, folio 206, 207 & 208 of the Land Records of said County, containing fifty square perches of land. Also, the said Young, and his wife, conveys to the party of the second part, all that portion of land which he purchased of John Brewer and Wm. Veirs Bowie, as Trustees, containing three acres and sixty square perches of land, conveyed to him by deed recorded in Liber J. G. H. No. 7, folios 401 and 402 of the Land Records of said County. Also, the said Young conveys all his right, title and interest to the party of the second part, that portion of land called "The Addition to Hen and Chickens," containing two acres, two roods and thirty perches of land, granted to him by Joseph N. Dawson, by deed, the 12th day of March 1846. It is believed that all the above portions of land (except the last) are embraced in the metes and bounds hereinbefore described. The true intention being to convey all the land belonging to Samuel C. Young South of the Chesapeake and Ohio Canal, and all North of the said Canal lying South of Edward's Ferry, and intended to be cut off by the 14th, 15th, 16th and 17th lines of this conveyance. The said Samuel C. Young, and his wife, doth grant unto John T. Fletchall and John H. Williams, the lands herein described, in fee simple, together with all and singular, the buildings and improvements, ways, waters, water courses, rights, privileges, advantages and appurtenances thereto belonging, or in any wise appertaining, unto the said John T. Fletchall and John H. Williams, their heirs & assigns forever, and will (except the said lands & premises conveyed by Brewer & Bowie to said Young) warrant and forever defend by these presents against the claims of all persons whatsoever. In witness whereof, the said Samuel C. Young and Eugenia T. Young, his wife, have subscribed their names, and affixed their seals the day and year first within written.

Signed, sealed and delivers

Samuel C. Young {Seal}

in presence of

Eugenia T. Young {Seal}

Wm. Veirs Bowie

Wm. Matthews

State of Maryland, Montgomery County, to wit: I do hereby certify that on this first day of August, in the year eighteen hundred and sixty-four, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Montgomery County, personally appears Samuel C. Young and Eugenia T. Young, his wife, Grantors, and did each acknowledge the foregoing deed to be their respective act.
Before Wm. Matthews, J.P.

[Note: The above deed is included to document subsequent deeds to George W. Spates.]

Allegany County Courthouse, Cumberland, MD, Deed Book 22, p. 572, recorded 3/29/1865.

At the request of the Hampshire & Baltimore Coal Company, this Mortgage was recorded Mar. 29, 1865.

This Indenture made this twenty-fourth day of March eighteen hundred and sixty-five between George W. Spates of Allegany County, State of Maryland, party of the first part; and The Hampshire & Baltimore Coal 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 Boat called "Gen'l George Washington No. 15" at and for the sum of twenty-five hundred 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: for the first twelve (12) trips made by said boat upon the Chesapeake & Ohio Canal the sum of seventy-five dollars per trip is to be paid unto the said Hampshire & Baltimore Coal Company, for all succeeding trips the sum of fifty dollars is to be paid unto the said party of the second part, until the entire amount of said purchase money is paid with interest thereon from the first of April in the year 1865, 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 boat 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 boat 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 & Iron Company, the Borden Mining Company, the Central Coal Mining & Manufacturing Company, the Consolidation Coal Company, and the Hampshire & Baltimore Coal Company; and to 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 boat 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; and when all of said purchase money is paid off the boat aforesaid shall nevertheless continue to carry coal for the said party of the second part at the current rates as aforesaid, to the end of the season of navigation in the year when the last payment of purchase money under this present instrument shall be made; 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 its assigns, to fulfill and perform.

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, and 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

George W. Spates Family History

unto the said party of the second part and its assigns, the Canal Boat called "Gen'l George Washington No. 15" 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 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 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, and after ten days public notice thereof in a newspaper printed in the City of Cumberland, 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 such sale pay first 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 on 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 W. Spates hath hereunto subscribed his name and affixed his seal, on the day and year first above written.

Test: Andrew Gonder

George W. Spates {Seal}

State of Maryland, Allegany County, to wit: I hereby certify that on this twenty-fourth of March 1865, before the subscriber personally appeared George W. Spates 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 twenty fourth day of March 1865, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Anthony Kean, agent of the Hampshire & Baltimore Coal Company, mortgagee in the foregoing mortgage, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing mortgage

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is true and bona fide, as herein set forth, and that he is the Agent of and authorized by it to make such affidavit.

In Witness Whereof, I hereunto subscribe my name on the day and year aforesaid.

Andrew Gonder, (J.P.)

I hereby release the within mortgage. Witness my hand and seal this 9th May 1867.

Witness: Chas. H. Beam

George W. Spates Family History

Allegany County Courthouse, Cumberland, MD, Deed Book 24, p. 311, recorded 4/10/1866.

At the request of George W. Spates, this Mortgage was recorded on April 10th, 1866.

I, Patrick Dignan of Allegany County, Maryland being now indebted to George W. Spates of Montgomery County, Maryland, in the sum of fifty dollars, in consideration thereof do hereby bargain and sell to the said George W. Spade the following property, to wit: one bay mule, one sorrel mule and one bay mule blind of one eye, being the same mules that I now have and own on the canal boat. Provided that if I, the said Patrick Dignan, shall pay to the said George W. Spates or his assigns the said sum of fifty dollars with the interest thereon from the date hereof on or before the first day of May next 1866, then these presents shall be void. Witness my hand and seal this 11th day of April 1866.

Test: Andrew Gonder

Patrick Dignan {Seal}

State of Maryland, Allegany County, to wit: On this 10th day of April in the year of our Lord 1866 personally appeared before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, Patrick Dignan, and acknowledged the foregoing Mortgage to be his act, and at the same time also appeared before me George W. Spates and made oath in due form of law that the consideration above set forth in the said mortgage is true and bona fide as therein set forth. In testimony, whereof I have subscribed my name.

Andrew Gonder, J.P.

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 2, p. 658, recorded 4/28/1866.

At the request of Boose & Snyder the following Mortgage was recorded the 28th day of April 1866, to wit:

I, George W. Spates of Montgomery County, in the State of Maryland, being now indebted to Andrew J. Boose & John Snyder – parties trading under the name, firm and style of Snyder & Company – in the sum of sixteen hundred & seventy-five dollars, with interest from the thirtieth day of November 1865, payable as hereinafter set forth in the proviso, and condition of this Mortgage, in consideration thereof, do hereby bargain and sell to the said Boose & Snyder – trading as aforesaid – the following property, being a canal boat or scow - called the “Col. Alfred Spates” with all her tackle, apparel and furniture – as the same boat was appareled and furnished on the 30th day of November 1865, when she was sold and delivered to said George W. Spates by them – the said Boose & Snyder, trading as aforesaid – for the sum of eighteen hundred and seventy-five dollars, of which last sum two hundred dollars has been paid before the execution hereof, and the balance agreed to be secured as herein done or intended to be, payable as hereinafter stated. To hold to the said Boose & Snyder – parties trading as aforesaid – and their assigns forever.

And I, the said George W. Spates, do hereby covenant, promise & agree to and with the said Boose & Snyder and their assigns that I will pay them and their assigns, the said sum of sixteen hundred and seventy-five dollars with interest as aforesaid, in the sums, and at the times, and with interest as hereinafter stated. Provided, that if I, the said George W. Spates shall and do, run, navigate and use the said Canal scow aforesaid, exclusively on the Chesapeake & Ohio Canal, from & between Cumberland and Alexandria, regularly and properly, and continually, when the state of the canal will admit of the same; and shall & do, at my own cost and expense, keep the said scow in good repair & running order & condition; and do, and shall pay to the said Boose & Snyder – trading as aforesaid, & their assigns, one hundred dollars for each and every trip that shall be made with the said scow, from Cumberland to any point below it on said Canal, and in every other trip that shall be made with said scow, between any other two points, a permit of receipts & delivery of freight on said Canal; and shall, and do use the said Canal scow, in the most expeditious & profitable manner, on and upon said Canal; and in the event that the said sums of one hundred dollars, so to be paid for each and every trip, aforesaid, that shall be made with said scow, when loaded with freight from any one port to any other port on said Canal as aforesaid, shall not amount to a sufficient sum to pay fully the said sum of sixteen hundred and seventy five dollars with interest, as aforesaid, within two years from the 30th of November 1865, then, shall & will pay in this period last aforesaid, the whole of this last sum with interest, as aforesaid, or so much thereof as shall remain unpaid at the expiring thereof, then this mortgage to be, and become void; otherwise, and in case of failure or default to do & perform, pay & satisfy any or any part of any of the conditions and provisions or agreements, aforesaid, on my part to be kept, paid and performed, the said Boose & Snyder of their assigns or their attorney or agent, by them authorized and empowered in writing so to do, may and shall, and hereby are directed and authorized to sell the said canal scow, with all her apparel, tackle & furniture delivered to me on said 30th of November 1865, or which may be on her at the time of such failure or default, at public auction, to the highest bidder for cash, at any point, or village, town or city on said Canal that they fix and select; first however, giving ten days’ notice of the time,

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place, terms and manner of sale in some one newspaper published in the City of Cumberland, once a week for two successive weeks before the day of sale; and out of the proceeds of sale, first, to pay all costs & expenses, incident to or arising out of the execution of this power of sale, and the said sale. Secondly, pay and fully satisfy all of the said sum of sixteen hundred and seventy-five dollars, that shall at the time of said sale, remain, and be unpaid with the interest that shall then have accrued on the same; and the balance of proceeds, if any, to the said George W. Spates, or his assigns.

Test: Wm. Matthews,

Witness my hand and seal this 16th day of April 1866,
George W. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify that on this 16th day of April A.D. 1866, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County, aforesaid, personally appeared George W. Spates, and acknowledged the foregoing deed or mortgage to be his act and deed.

Wm. Matthews, J.P.

State of Maryland, Montgomery County, Sct: I hereby certify that William Matthews, Esquire, before whom the foregoing acknowledgement appears to have been made, and whose name is thereto subscribed, was, at the time thereof, a Justice of the Peace of the State of Maryland, in & for said County, duly commissioned and sworn. In testimony whereof, I have hereunto set my hand and affixed the seal of the Circuit Court for Montgomery County this 17th day of April 1866.

E. B. Prettyman, Clk. of the
Circuit Court for Montgomery County.

State of Maryland, Allegany County, to wit: I hereby certify that on this 25th day of April A.D. 1866, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Allegany County, personally appeared Andrew J. Boose, one of the Mortgagees named in the afore annexed Mortgage or deed of Mortgage, and made oath in due form of law, that the consideration set forth in the afore annexed deed of Mortgage, is true and bona fide as is therein set forth; and I do further certify that said Andrew J. Boose did affix United States Revenue Stamps to the value of two 10/100 dollars to & on the said deed of Mortgage in my presence, before making this affidavit, in addition to other similar stamps of same value thereon.

Andrew Gonder, J.P.

State of Maryland, Allegany County, Sct: I hereby certify that Andrew Gonder, Esquire, before whom the annexed affidavit was made and whose genuine signature thereto appears, was, at the date thereof, a Justice of the Peace of, in and for the County & State aforesaid, duly authorized by law to administer oaths and take acknowledgments. In testimony whereof, I hereunto subscribe my name & affix the seal of the Circuit Court for Allegany County, this 25th day of April 1866.

H. Resley, Clk. of Circuit Court for Allegany County.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 3, p. 446, recorded 2/19/1867.

At the request of George W. Spates, the following Deed was recorded the 19th day of February 1867, to wit:

This Deed, made this eighth day of January in the year one thousand, eight hundred and sixty-seven by Richard P. Spates and Margaret B., his wife, and Frances Spedden & Oliver W. Spedden, her husband, of Baltimore City, in the State of Maryland, Grantors. Witnesseth, that in consideration of the sum of four hundred dollars, which they hereby acknowledge is paid, the said grantors do grant unto George W. Spates of Montgomery County, Maryland, all their interest, right & title to any and all the real estate of their father - Richard P. Spates, deceased, held by him at his death – consisting of a parcel of land conveyed to him by William Cissell, and called the “Resurvey on Hanover,” and containing one hundred & eighty nine and one quarter acres of land. Also, another lot of land adjoining the lots of Samuel Cater, on the West; Thomas H. Poole, on the North; and John T. Fletchall, on the East; and the public road, on the South, leading to Rockville from Poolesville; and containing two acres of land, more or less. The said Grantors do sell and hereby convey all their right & title to said land, unto George W. Spates, his heirs and assigns, for the consideration above named, in fee simple.

As witness our hands & seals, the day and year above written.

Witness, Wm. Matthews

Rich. Spates

Test as to Margaret B. Spates

& O. W. Spedden

W. H. Hammond, Philip G. Flyair

Richard P. Spates {Seal}

Margaret B. Spates {Seal}

Frances Spedden {Seal}

O. W. Spedden {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify that on this 8th day of January in the year one thousand, eight hundred and sixty-seven, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Montgomery County, personally appeared Richard P. Spates and Frances Spedden, Grantors, and did each acknowledge the foregoing deed to be their respective act.
before Wm. Matthews, J.P.

State of Maryland, City of Baltimore, Sct: On this nineteenth day of January in the year eighteen hundred & sixty-seven, before the subscriber, a Justice of the peace of the State and City aforesaid, personally appeared Margaret B. Spates & O. W. Spedden, parties to the foregoing Deed or Instrument of Writing, and severally acknowledged the same to be their respective act & deed.
W. H. Hayward

State of Maryland, Baltimore City, Sct: I hereby certify that W. H. Hayward, Esquire, before whom the annexed acknowledgments were made, and who has thereto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in & for the City of Baltimore, duly commissioned & sworn. In testimony whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 19th day of January A.D. 1867.

Alford Mace Clerk, Superior Court, Baltimore City.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 4, p. 19, recorded 4/6/1867.

At the request of Frederick Mertens, the following Mortgage was recorded the 6th day of April 1867, to wit:

This Mortgage made on this twenty-eighth day of November in the year one thousand eight hundred and sixty six, by me George W. Spates of Montgomery County in the State of Maryland, being now indebted to Frederick Mertens of Allegany County, in the State of Maryland, by my four promissory notes of the sum of four hundred dollars each, and payable, to wit: one note for four hundred dollars payable on or before the 28th day of May in the year 1867, one note for four hundred dollars payable on or before the 28th day of November in the year 1867, one note for four hundred dollars payable on or before the 28th day of May, 1868, and one note for four hundred dollars payable on or before the 28th day of November in the year 1868, all of said notes bearing interest from the 28th day of November in the year 1866. In consideration thereof do hereby bargain and sell to the said Frederick Mertens, the following property – one canal boat called “Maryland.” Provided that if I, the said George W. Spates, shall pay to the said Frederick Mertens the said four promissory notes, as they or each of them shall or may become due with the interest thereon, then this mortgage shall be void. And the said George W. Spates covenants that he will pay said four promissory notes of the sum of four hundred dollars each, with the interest on each of said notes as they may or shall become due to the said Frederick Mertens or to his order. And in case of a failure to pay any or either of said four notes as above specified, then the said Frederick Mertens is hereby authorized to take immediate possession of said boat and after ten days’ notice thereof in a public newspaper to sell said boat at public sale, as mortgagee, to the highest bidder, for cash or credit; and out of the proceeds of such sale, pay, first the expenses of such publication and sale, and the balance, or whatever may be due to the said Frederick Mertens, or his assigns, and if there be any overplus, the said Frederick Mertens, or his assigns, are to pay the same to the said George W. Spates or his assigns. In witness whereof the said George W. Spates hath subscribed his name and affixed his seal.

Test: Andrew Gonder

George W. Spates {Seal}

State of Maryland, Allegany County, to wit: On this 29th day of November, in the year of our Lord 1866, personally appeared before me the subscriber, a Justice of the Peace, of the State of Maryland, in and for Allegany County, George W. Spates and acknowledged the foregoing mortgage to be his act. And at the same time also appeared before me Frederick Mertens and made oath in in due form of law, that the consideration set forth in the said foregoing mortgage is true and bona fide as therein set forth. In testimony whereof I have subscribed my name.

Andrew Gonder, J.P.

State of Maryland, Allegany County, to wit: I hereby testify that Andrew Gonder, Esquire, before whom the annexed acknowledgement & affidavit were made, and whose genuine signature thereto appears, was at the date thereof, a Justice of the Peace in and for the State and County aforesaid, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgements. In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Allegany County this 29th day of November 1866.

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

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 4, p. 107, recorded 5/24/1867.

At the request of F. S. Poole, the following Deed was recorded the 24th day of May 1867, to wit:

This Deed made this 26th day of March, in the year one thousand, eight hundred and sixty seven, by George W. Spates and Ann B., his wife, of Montgomery County, in the State of Maryland. Witnesseth, that in consideration of the sum of one hundred and eight dollars and six cents, the said Grantors, do grant unto Frederick S. Poole of Montgomery County, Maryland, all that parcel of land situated in said County and State, adjoining the lands of the said Frederick S. Poole and being a part of a tract known by the name of Forrest, being also part of Lot No. 1 as described in the division of the lands of Thomas O. Williams made by James N. Allnutt, Colmore Williams and William Chiswell. Beginning, to include the same, at a stone on the east side of a road running between the said Poole and Spates lands, and running South two degrees West seventy-six perches to a cherry tree, thence South sixty-five degrees West fifty-one and six-tenths perches to a fence, thence with said fence North twenty-seven and one quarter degrees East one hundred and nine and eight-tenths perches to the place of the beginning. Containing ten acres, three roods and nine perches of land, more or less. The said George W. Spates and Ann B., his wife, do grant unto Frederick S. Poole, his heirs and assigns, the land herein described in fee simple, and warrant generally the premises above described against all lawful claimants whatsoever. As witness our hands and seals, the day and year above written.

Geo. W. Spates {Seal}

Ann B. Spates {Seal}

Witness: Samuel C. White
Wm. Mathews

State of Maryland, Montgomery County, to wit: I do certify that on this 26th day of March, in the year one thousand, eight hundred and sixty-seven, before the subscriber, a Justice of the Peace, of the State of Maryland, in and for Montgomery County, personally appeared George W. Spates and Ann B., his wife, Grantors, and did each acknowledge the foregoing deed to be their respective act.

Before Wm. Mathew, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 6, p. 80, recorded 2/3/1869.

At the request of Edward Hoskinson, the following Mortgage was recorded the 3rd day of February 1869, to wit:

This Mortgage made this seventh day of January in the year one thousand, eight hundred and sixty nine, by us, George W. Spates and Ann B. Spates, his wife. Witnesseth, that in consideration of the sum of twenty-five hundred dollars now due from the said George W. Spates to Edward Hoskinson, we, the said George W. Spates and Ann B. Spates, his wife, do grant unto the said Edward Hoskinson, all the right, title, claim and interest of us, the said George W. Spates and Ann B. Spates, his wife, in and to all those tracts, parts of tracts, pieces or parcels of land mentioned & described in a Deed from Samuel C. Young and Eugenia T. Young, his wife, to John H. Williams and John T. Fletchall, bearing date the first day of August in the year one thousand, eight hundred & sixty-four and recorded in Liber E. B. P. No. 1, folios 289, 290, 291 and 292, one of the Land Records of Montgomery County, being the same which was conveyed to the said George W. Spates by John H. Williams [and] Sarah Williams, his wife, and Edward Hoskinson, by Deed of even date with these presents. Provided that if the said George W. Spates shall pay on or before the seventh day of January, in the year eighteen hundred & seventy-two, to the said Edward Hoskinson the sum of Twenty-five hundred dollars, with the interest thereon from the seventh day of January eighteen hundred and sixty-nine, then this Mortgage shall be void. Witness our hands & seals:

Test: John T. Fletchall,
R. T. Hillard

Geo. W. Spates {Seal}
Ann B. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify that on this seventh day of January in the year one thousand, eight hundred and sixty-nine, before the subscriber, a Justice of the Peace of the aforesaid State in and for the aforesaid County, personally appeared George W. Spates and Ann B. Spates, his wife, and each acknowledged the foregoing Mortgage to be their respective act. And at the same time also appeared Edward Hoskinson the Mortgagee named in the foregoing Mortgage and made oath that the consideration stated therein is true and bona fide as there in set forth.

R. T. Hillard, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 6, p. 147, recorded 3/9/1869.

At the request of George W. Spates, the following Deed was recorded the 9th day of March 1869, to wit:

This Deed, made this seventh day of January in the year one thousand, eight hundred and sixty-nine, by us – John H. Williams & Sarah Williams, his wife, and Edward Hoskinson, all of Montgomery County in the State of Maryland. Witnesseth, Whereas, the said John H. Williams, sometime in the year eighteen hundred and sixty-five, sold to the said Edward Hoskinson, all his right, title, claim & interest, in and to the hereinafter described land, at and for the sum of five thousand dollars. And whereas, the said Edward Hoskinson has, long since, paid and satisfied, in full, the said purchase money to the said John H. Williams, for said land, but the said John H. Williams has never executed to him a Deed for the same.

And whereas, the said Edward Hoskinson has recently sold to George W. Spates, of the County and State aforesaid, all his right, title, claim & interest, in & to said land, at and for the sum of six thousand dollars, and has requested the said John H. Williams to unite with him in executing these presents. Now therefore, in consideration of the premises and of the said sum of five dollars, paid to the said John H. Williams by the said Edward Hoskinson, and of the sum of six thousand dollars, paid to the said Edward Hoskinson, we, the said John H. Williams & Sarah Williams, his wife, and the said Edward Hoskinson, do grant unto the said George W. Spates, all the right, title, claim and interest, at law or in equity, of the said John H. Williams & Sarah Williams, his wife, and Edward Hoskinson, in and to all those tracts, parts of tracts, pieces or parcels of land, which were conveyed to the said John H. Williams & John T. Fletchall by Samuel C. Young and Eugenia T. Young, his wife, by Deed, dated the first day of August, in the year one thousand, eight hundred & sixty-four, and recorded in Liber E. B. P. No. 1, folio 289, 290, 291 & 292, one of the land records of the said Montgomery County. Witness our hands & seals:

Test: John T. Fletchall

John H. Williams {Seal}
Sarah Williams {Seal}
Edward Hoskinson {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify, that on this seventh day of January in the year one thousand, eight hundred and sixty-nine, before the subscriber, a Justice of the Peace of the aforesaid State, in and for the aforesaid County, personally appeared John H. Williams & Sarah Williams, his wife, and Edward Hoskinson, and each acknowledged the foregoing Deed to be their respective act.

R. T. Hillard, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 6, p. 97, recorded 2/17/1869.

At the request of Edward Hoskinson, the following Mortgage was recorded the 17th day of February 1869, to wit:

On this sixth day of February 1869, We, John H. Allnutt and Clement S. Stull of Montgomery County, State of Maryland being now indebted to Edward Hoskinson, in the sum of eleven hundred dollars, with interest from date, in consideration thereof do hereby bargain and sell to John T. Fletchall, George W. Spates and Wm. T. Jones, they having become sureties for the payment of the said amount, the following property, viz: Five horses, five ploughs, one wheat drill, one reaper, one wheat fan, one set of blacksmith's tools, eight sets of wagon harness, nine sets of plow harness, four harrows, five wagons, ten double shovels, three single shovels (plows), three corn coverers, thirteen head of cattle, twenty head of hogs, two-third of one hundred & forty acres of wheat growing, also, all of our interest in the coming crop of corn to be planted in the spring of eighteen hundred and sixty-nine. Provided, that if we the said John H. Allnutt and Clement S. Stull shall pay to the said Edward Hoskinson, the sum of eleven hundred dollars with interest thereon on or before the fourth day of February 1870, then these presents shall be void, or otherwise remain in full force. Witness our hands and seals this fourth day of February 1869.

Test: R. T. Hillard

John H. Scholl

John H. Allnutt {Seal}

Clement S. Stull {Seal}

On the sixth day of February 1869, personally appeared before me, the subscriber, a Justice of the Peace in and for Montgomery, Maryland, John H. Allnutt and C. S. Stull and acknowledged the within Mortgage to be their and each of their respective acts and deeds.

R. T. Hillard, J.P.

State of Maryland, Montgomery County, to wit: On this sixth day of February 1869, before me the subscriber, a Justice of the Peace in and for Montgomery County, State of Maryland, personally appeared John T. Fletchall, one of the within named Mortgagees, and made oath on the Holy Evangely of Almighty God, that the consideration mentioned in the within Mortgage is true and bona fide as therein set forth. Sworn before R. T. Hillard, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 6, p. 321, recorded 6/25/1869.

At the request of Grafton Beall, the following Deed was recorded the 25th June 1869, to wit:

This Deed, made this 17th day of May in the year of our Lord one thousand eight hundred and sixty-nine, by George W. Spates and A. B. Spates, his wife, of the County of Montgomery, in the State of Maryland. Witnesseth, that the said George W. Spates and A. B. Spates, his wife, for and in consideration of the sum of five hundred dollars (\$500) current money to them in hand paid at and before the execution and delivery hereof, by Grafton Beall of the County and State aforesaid, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents, do give, grant and sell to the said Grafton Beall, his heirs and assigns, in fee simple, a tract, piece or parcel of land lying and being in the County and State aforesaid, being part of a tract of land called "The Resurvey on Hanover" and bounded as follows: Beginning at a stone planted at the end of the third line of a conveyance from William Cissel to Richard P. Spates, father of the said George W. Spates, bearing date on the twenty seventh day of March A.D. 1847 and running thence with the lines of said conveyance North fifty one degrees West eighty and one half perches to a stone planted, North forty one degrees East one hundred and thirty one perches to a stone planted, South forty eight and three fourths degrees East ninety one perches to a stone planted; South fifteen degrees East thirty six perches to a Locust tree; South fifty seven and one half degrees East twenty-three perches to a stone planted; thence South seventy one and a fourth degrees West to the place of the beginning. Containing eighty-four acres, three roods and eight square perches of land, more or less. And in accepting this conveyance the said Grafton Beall consents and agrees that the said George W. Spates, his heirs and assigns, owns and occupiers of so much of the lands and premises conveyed by the said William Cissel to the said Richard P. Spates as is not contained within the lines of this conveyance, or any part thereof, shall have from time to time, and at all times hereafter, a free and unobstructed right of way of sufficient width both for travel and transportation from the place of beginning of this conveyance, in the most convenient direction across the lands hereby conveyed, toward the Station nearest the Village of Barnesville on the Railroad now in the course of construction from the Point of Rocks to the City of Washington.

In witness whereof of the said George W. Spates and A. B. Spates, his wife, have hereunto subscribed their names and affixed their seals, the day and year first within written.

Witness: George C. Fisher

Geo. W. Spates {Seal}

Ann B. Spates {Seal}

State of Maryland, Montgomery County, to wit: On this 17th day of May, A.D. 1869, before the subscriber a Justice of the Peace of the State of Maryland, in and for Montgomery County, personally appeared George W. Spates and A. B. Spates, his wife, parties Grantors named in the foregoing Deed, and acknowledged the same as and for the deed of them and each of them.

R. T. Hillard, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 7, p. 163, recorded 3/4/1870.

At the request of George W. Spates, the following Agreement was recorded the 4th March 1870, to wit:

Articles of agreement made and concluded this fifth day of February in the year eighteen hundred and seventy, by and between Thomas R. Hall and Clara B. Hall, his wife, of the one part, and George W. Spate of the other part, all of Montgomery County, in the State of Maryland. Witnesseth, That for and in consideration of the sum of eight hundred and eighty seven dollars & fifty cents to be paid as hereinafter provided, the said Thomas R. Hall & Clara B. Hall, his wife, have agreed to sell to the said George W. Spates, all that lot, piece or parcel of land, situate & lying in Montgomery County aforesaid Containing seventeen and three quarter acres of land, more or less, and for a full and particular description of said piece or parcel of land reference is hereby made to a Deed dated the twelfth day of March in the year eighteen hundred and fifty nine from John Jones & Elizabeth Jones, his wife, to Samuel C. Young & recorded in Liber J. G. H. No. 7, folio 400, one of the Land Records of Montgomery County, aforesaid. The said George W. Spates, on his part agrees to pay the said Thomas R. Hall the said sum of eight hundred and eighty-seven dollars and fifty cents for the said piece or parcel of land, in the following manner, to wit: To plant & cultivate the said parcel of land in the Spring of 1870 in a corn crop, to cultivate the same in a proper manner, to gather the same and ship it to Georgetown, D.C. for sale and the net proceeds rising from such sale to be paid over to the said Thomas R. Hall; and in like manner as above the said Spates agrees to cultivate & plant the said land in corn, to gather and ship the same as above for sale, each successive year thereafter & the proceeds arising from each sale each year to pay over to the said Thomas R. Hall, until the said sum of eight hundred & eighty-seven dollars & fifty cents, without any interest to be charges thereon, shall have been fully paid & satisfied. It is further expressly agreed between the parties hereto, that should the said George W. Spates fail to plant and cultivate the said land as aforesaid, agreed upon & shall fail to pay over to the said Thomas R. Hall the proceeds arising from the sale of crops or in either respect, then it shall & may be lawful for the said Thomas R. Hall to re-enter the premises & take full possession, and with like effect as if this agreement never had been made. And it is further agreed by the parties hereto, that upon the full payment of the purchase money as agreed upon the said Thomas R. Hall & Clara B. Hall, his wife, will execute to the said George W. Spates a good & sufficient deed for said land.

Test: T. N. Gott
R. T. Hillard

Witness our hands and seals
Thomas R. Hall {Seal}
Clara B. Hall {Seal}
Geo. B. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify that on this fifth day of February in the year eighteen hundred & seventy, before the subscriber a Justice of the Peace of the State of Maryland, in and for Montgomery County, personally appeared Thomas R. Hall & Clara B. Hall, his wife, and George W. Spates, and did each acknowledge the foregoing agreement to be their respective act.
R. T. Hillard, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 8, p. 309, recorded 4/6/1871.

At the request of George W. Spates and John H. Dade, the following Bill of Sale was recorded the April 6th 1871.

State of Maryland, Montgomery Co., Sct: I, Martin T. Fisher of Montgomery County, in consideration of George W. Spates and John H. Dade becoming security for me for the payment of the sum of sixty-two dollars with interest, do hereby bargain and sell to the said George W. Spates and John H. Dade, one dun mare, purchased by me from Geo. Peters, executor for the sale of the personal property of Robert Dick, deceased.

Witness my hand and seal this twentieth day of March, 1871.

Test: D. H. Bowie

Martin T. Fisher {Seal}

The word "March" was written by me in the last line instead of "February" before the signing.

D. H. Bowie, J.P.

State of Maryland, Montgomery County, Sct: On this 20th day of March, 1871, before the subscriber, a Justice of the Peace, in and for said County, personally appeared Martin T. Fisher, and acknowledged the foregoing bill of sale to be his act and deed.

David H. Bowie, J.P.

The word "March" in 2nd line was written by me before the signing. David

H. Bowie, J.P.

Montgomery County, Sct: On this 20th day of March, 1871, before me the subscriber, a Justice of the Peace, personally appeared George W. Spates, and made oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing Bill of Sale is just & true as stated.

David H. Bowie, J.P.

The word "March" was written in 2nd line by me before the signing.

David H. Bowie, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 9, p. 185, recorded 1/24/1872.

At the request of John H. Dade, the following Bill of Sale was recorded on January 24th 1872, to wit:

I, Martin T. Fisher, of Montgomery County, in consideration of sixty-two dollars, for which John H. Dade and George W. Spates becoming my security on a promissory note given for a dun mare bought at Robert Dick's sale, do hereby bargain and sell to the said John H. Dade and George W. Spates, both of Montgomery County, the following property, to wit: one sorrel mare, named "Light."

Witness my hand and seal this 23rd day of January in the year eighteen hundred and seventy-two.

Test: Benj. F. Reed

Martin T. Fisher {Seal}

Jas. T. Cater

State of Maryland, Montgomery County, to wit: I hereby certify that on this 23rd day of January, in the year eighteen hundred and seventy-two, personally appeared Martin T. Fisher and acknowledged the foregoing Bill of Sale to be his act, and at the same time also personally appeared John H. Dade and George W. Spates and made oath on the Holy Evangely of Almighty God that the consideration mentioned in the above Bill of Sale is true and bona fide as therein set forth.

Benj. F. Reed, J.P.

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 9, p. 228, recorded 2/6/1872.

At the request of George W. Spates, the following Deed was recorded the 6th February 1872, to wit:

This Deed made this first day of January in the year one thousand, eight hundred and seventy-two, by John T. Fletchall, of Montgomery County in the State of Maryland. Witnesseth, That for and in consideration of the sum of five thousand five hundred dollars, I, the said John T. Fletcher do grant unto George W. Spates of the aforesaid County and State, all the right, title, claim and interest of the said John T. Fletchall, in and to all those tracts, parts of tracts, pieces or parcels of land called "Refusal," "Cider & Ginger," "Three Springs" and "Preston's March," all lying and being adjacent to each other, situate and lying in the aforesaid County and State, and contained within the following metes and bounds, courses and distances, to wit: Beginning to include the whole at the end of the eighth line of Young's whole tract as conveyed to him by Joseph N. Dawson, at a stone on the towpath side of the Chesapeake and Ohio Canal, and running thence South nineteen degrees West sixty two perches to the bank of the Potomac River; thence down the bank thereof South fifty nine degrees East five and one quarter perches; thence South forty eight degrees East twenty four perches, cross Broad Run branch; then South fifty six and a half degrees East sixty perches; thence South fifty and a half degrees East fifty six perches; thence South forty and one half degrees East ninety eight perches; thence South thirty four degrees East eighty eight perches to the South side of a small gut on the upper side of the Edward's Ferry landing; thence South thirty four degrees East eight perches across Ferry road; thence South nineteen and a half degrees East forty seven perches to a stone where formerly was a sycamore tree; thence South thirty one and one quarter degrees East sixty three perches to a stone, it being the beginning of Thomas Dawson's part of "Preston's March" and a division thereof between him and Thomas F. Chiswell; thence North sixty and one third of a degree East fifty two and two tenths perches to a stone on the eightieth line of "Preston's March;" thence North twenty and one half degrees West eighty three and one half perches to a stone; thence with the outlines of a lot purchased of William D. Poole by Samuel C. Young, North three and three fourths of a degree West forty and one half perches to a stone on the South side of the road leading to Poolesville from Edward's Ferry; thence South seventy two and a half degrees West thirty-one perches to a stone on the eighty first line of "Preston's March," and 44-6/10 perches from the beginning thereof; thence by new lines to cut this portion off from the whole tract of the said Young, South eight degrees West two and three-tenths of a perch to a stake; thence South five perches to a stake on the South side of the river road; thence South eighty degrees West seventeen and eight tenths of a perch across the Canal to the outlet of a Culvert on the South side of the Canal; thence up the towpath side of said Canal with the limits thereof North fourteen and three fourths of a degree West twenty six and six tenths perches; thence North twenty one degrees West six and three tenths of a perch; thence North twenty-nine degrees West thirty-nine and one quarter perches; thence North thirty-three degrees West thirty-four and one-quarter perches; thence North thirty-seven degrees West forty-five and one-tenth perches; thence North forty degrees West forty two and six-tenths perches; thence North forty-two degrees West thirty-four & eight-tenths perches; thence North forty-one and a half degrees West twenty-four and a half perches; thence North forty-four degrees West twenty-six perches; thence North forty-seven and a half degrees West thirty-four and four-tenths perches; thence North fifty three and one half degrees West fifteen & one tenth perches, which line crosses Broad Run Branch; thence North sixty-one

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degrees West nine and one-tenth perches to a stone, and the place of the beginning. Containing clear of the Canal, one hundred and forty-three acres and three roods of land. more or less. Also all those other portions of land which are mentioned and described in a Deed from Samuel C. Young and wife to John T. Fletchall and John H. Williams, bearing date the first day of August in the year eighteen hundred and sixty-four and recorded in Liber E. B. P. No. 1, folios 289, &c. – one of the Land Records of Montgomery County, and afterwards in a Deed from the said John W. Williams & wife and Edward Hoskinson, to the said George W. Spates; the said lands being now held by virtue of the aforesaid Deeds, by John T. Fletchall and George W. Spates as tenants in Common – it being the intent of these presents to convey to the said George W. Spates the moiety in the same of the said John T. Fletchall, in fee simple.

And the said John T. Fletchall covenants that he will warrant generally the property hereby conveyed, that is to say, his undivided moiety as tenant in common of said property. And the said John T. Fletchall covenants that he has done no act to encumber the said property hereby conveyed. And the said John T. Fletchall, covenants that the said George W. Spates shall quietly enjoy said property hereby conveyed; and the said John T. Fletchall covenants that he will execute such further assurances as may be requisite.

Test: Ben. F. Reed

W. H. Collins

Witness my hand & seal

John T. Fletchall {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify that on this 25th day of January in the year 1872, before the subscriber, a Justice of the Peace of the foregoing State, in and for the foregoing County, personally appeared John T. Fletchall and acknowledged the foregoing Deed to be his act.

Benj. F. Reed, J.P.

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 9, p. 232, recorded 2/6/1872.

At the request of Richard M. Williams, Trustee, the following Deed of Trust was recorded the February 6th 1872, to wit:

This deed, made this first day of January in the year one thousand eight hundred and seventy-two, by and between George W. Spates and Ann B. Spates, his wife, of Montgomery County, in the State of Maryland of the first part, John T. Fletchall of the aforesaid County and State of the second part, and Richard M. Williams of the same County and State of the third part.

Witnesseth, whereas the said George W. Spates is indebted to the said party hereto of the second part in the sum of five thousand dollars for which he has passed to the said party of the second part his five single bills of even date herewith, each for the sum of one thousand dollars, payable respectively in one, two, three, four and five years from date, with interest from said date, payable annually on the whole until the whole of said single bills are paid.

Now, therefore this deed in order to secure the prompt payment of said single bills and interest aforesaid and in consideration of the sum of one dollar current money to the said parties hereto of the first part paid by the said party of the third part the receipt whereof is hereby acknowledged, we the said George W. Spates and Ann B. Spates, his wife, do grant unto the said party of the third part all those tracts, parts of tracts, pieces or parcels of land lying and being in the aforesaid County and State heretofore held by the said George W. Spates and John T. Fletchall as tenants in common known as "Refuse B," "Cider and Ginger," "Three Springs" and "Preston's March," or by whatever name or names the same may be known the lands hereby conveyed being precisely the same that are mentioned and described as having been held as tenants in common by the said George W. Spates and John T. Fletchall in a deed from the latter to the former, of even date herewith and to be recorded in the Land Records of Montgomery County and being also the same land particularly described in a deed from Samuel C. Young and wife to John T. Fletchall and John H. Williams bearing date the first day of August in the year eighteen hundred and sixty four and recorded in Liber E. B. P. No. 1, Folio 289, &c., one of the Land Records of said Montgomery County.

To have and to Hold the said lands upon the following trusts, to wit: In Trust to secure the payment of the said five single bills of the said George W. Spates each for the sum of one thousand dollars, payable to the said party hereto of the second part, in one, two, three, four and five years from the date hereof, with interest from said date, payable annually on the whole principal until payment and or the fraction thereof. And upon further trust that until default be made in the payment of principal or interest aforesaid to permit the said George W. Spates to occupy and enjoy the said lands. And upon full payment of said principal and interest to release the said premises to him at his cost and request. But if there by any default in the payment of the said single bills or any of them at the respective date or dates of their maturity or of the interest on the whole annually as aforesaid, it shall and may be lawful for the said party hereto of the third part to sell the said lands and premises above described, by public auction, after giving at least three weeks public notice of the time, place, manner and terms of sale, in one or more newspapers published in Montgomery County and otherwise as said party of the third part, Trustee, shall think right, at such place and upon such terms as said trustee shall deem just and reasonable, and upon payment of the purchase money (and not before) to convey the said lands to the purchaser or purchasers thereof and to apply the said purchase money first to the payment of all expenses of said sale, including Trustees commissions, secondly to the payment of said

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single bills or such of them or such parts of any of them as may stand unpaid, together with all interest due thereon and unpaid, to the party of the second part; and lastly to pay any surplus there may be of said purchase money to the said party hereto, George W. Spates, his executors, administrators or assigns. Witness our hands and seals:

Test: Benj. F. Reed
R. H. Collies

Geo. W. Spates {Seal}
Ann B. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify that on this 25th day of January in the year one thousand, eight hundred and seventy-two, before the subscriber, a Justice of the Peace of the foregoing State, in and for the foregoing County, personally appeared George W. Spates and Ann B. Spates, his wife, and acknowledged the foregoing Deed of Trust to be their respective act.
Benj. F. Reed, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 9, p. 367, recorded 4/15/1872.

At the request of George W. Spates, the following Lease was recorded the 15th April 1872, to wit:

This Indenture made this thirtieth day of March eighteen hundred and seventy-two between the Chesapeake & Ohio Canal Company, of the first part and George W. Spates of Montgomery County, State of Maryland, of the second part. Witnesseth, That for and in consideration of the sum of thirty six dollars per annum, payable quarterly by the said George W. Spates to the said Chesapeake & Ohio Canal Company, the said Company hereby leases to the said George W. Spates for the space and time of ten years commencing on the first day of January eighteen hundred and seventy two, a certain piece or parcel of land on the berm side of the Canal at Lock No. 25, fronting twenty five feet and running back thirty six feet for the purpose of erecting a grocery and feed store thereon, provided however, that no spirituous or intoxicating liquors shall be sold on said premises.

And it is hereby further understood and agreed by and between the said parties of the first part and second part, that the said party of the second part, hereby agrees to vacate and deliver up possession of the said piece or parcel of land, to the said Company upon being given twelve months' notice, and the party of the second part shall have the right to remove any buildings or other improvements erected upon said land by said party of the second part. And the said party of the first part, hereby appoints Isaac Young its Attorney to acknowledge these presents, as the act of the said Company.

Witness the hand and seal of the party of the second part and the Corporate seal of the said Company, and the signature of the President thereof.

Signed and sealed in
of Robert T. Hillard
Benj. F. Reed

James C. Clarke, President
Ches. & Ohio Canal Co.
Geo. W. Spates {Seal}

State of Maryland, Montgomery County, Sct: I hereby certify, that on this thirtieth day of March eighteen hundred and seventy-two, before the subscriber, a Justice of the Peace of the State of Maryland in and for Montgomery County, personally appeared George W. Spates and acknowledged the foregoing instrument of writing to be his act and deed, and at the same time also personally appeared before me Isaac Young, Attorney of the said Chesapeake & Ohio Canal Company and acknowledged the foregoing instrument of writing to be his act and deed of the said Company.

Benj. F. Reed, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 10, p. 4, recorded 5/28/1872.

At the request of George W. Spates, the following "Agreement" was filed 28th May 1872, to wit:

Whereas a Warehouse at Edward's Ferry on the berm side of the Canal has been partly built on the Canal Company's property, which Warehouse is now the property of George W. Spates, and Whereas, The Canal Company has a Carpenter's Shop near the said Warehouse and the ground which is used for storing and piling lumber and materials is the property of the said George W. Spates; Now This Mutual Agreement between the Chesapeake and Ohio Canal Company and the said George W. Spates, of Montgomery County, State of Maryland; Witnesseth, That for the term of ten years from this tenth day of May, 1872, the said Canal Company agrees by its Board of Directors that the said Warehouse of George W. Spates shall remain as now located; and the said Canal Company will charge no rent upon the said Warehouse, and the said George W. Spates hereby agrees that the said Canal Company shall continue to use the aforesaid ground at the Carpenter's Shop together with the right of way to and from the same and to and from the point where its Boarding Boat lays about one fourth of a mile below the Lock No. 25, for the term and space of ten years from the tenth day of May 1872, free of rent or charge.

The intention of this Agreement being, that the advantages given to said Spates by the Canal Company is to be, and shall be, a full consideration for the use of the foregoing mentioned grounds and privileges granted to the Canal Company by the said George W. Spates. In witness whereof the Chesapeake and Ohio Canal Company does hereby constitute and appoint Isaac Young, of Montgomery County, its Attorney to execute this agreement. The said Canal Company has caused its President to subscribe his name and affix the Corporate Seal of the said Canal Company, and the said George W. Spates has subscribed his name and affixed his seal this tenth day of May eighteen hundred and seventy-two.

Signed and sealed

J. C. Clarke

in presence of

Pres. Ches, & Ohio Canal Co.

Thomas Hoskinson

Geo. W. Spates {Seal}

State of Maryland, Montgomery County, Sct: I hereby certify that on this 25th day of May, eighteen hundred and seventy-two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Montgomery County, personally appeared George W. Spates and acknowledged the foregoing instrument of writing to be his act and deed, and at the same time also personally appeared Isaac Young, Attorney, of the said Chesapeake and Ohio Canal Company, and acknowledged the foregoing instrument of writing to be his act and deed of the said Company.

Benj. F. Reed, J.P.

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Montgomery County Courthouse, Rockville, MD, Deed Book EBP 10, p. 62, recorded 7/31/1872.

At the request of George W. Spates, the following Deed was recorded July 31st 1872, to wit:

This Deed, Made this twenty third day of May, in the year eighteen hundred and seventy one by Benjamin P. Power and Elizabeth L. Power, his wife, of Baltimore County in the State of Maryland. Witnesseth: That for and in consideration of the sum of eight hundred and eighty five dollars, the said Benjamin P. Power and Elizabeth L. Power, his wife, do grant unto George W. Spates of Montgomery County in the State of Maryland all those tracts, parts of tracts, pieces or parcels of land, lying and being in said Montgomery County, called part of "Sugar Land Forest" and part of "Partnership," being part of Lot No. 1 in the division of the real estate of the late Thomas O. Williams made June 25th 1829 by James N. Allnutt, Colmow Williams and William Chiswell, Commissioners, and contained within the metes and bounds, courses and distances following, to wit: Beginning at a stone standing where originally stood the beginning tree of that tract of land called "Friendship," and running thence South twenty three degrees West, eighty perches; East forty three perches; South six perches; West six perches; South ninety one perches; then South eighty eight and a half degrees East seventy four and three tenths perches to a bounded white oak tree, standing by a spring; then South fifty and a fourth degrees East twenty five and seven tenths perches, to a hickory tree; then North sixty one and a fourth degrees East seventy four perches, to a stone on the 51st line of "Sugar Land Forest," then with said line North seventy six perches, to a stone at the end of said line; then North fifty nine and three quarters degrees West one hundred and fifteen and three tenths perches, to a stone; North thirty three degrees West one hundred and thirty seven and four tenths perches, to a bounded white oak tree; then South forty three degrees West fifty three and a half perches; then South thirty nine degrees East seventy three perches to the beginning. Containing one hundred and seventy-nine acres and thirty perches of land, more or less. And the said Benjamin P. Power covenants to warrant generally the property herewith conveyed.

Witness our hands and seals:

Test: John T. Pilert

Benjamin P. Power {Seal}

Elizabeth L. Power {Seal}

State of Maryland, Baltimore County, to wit: I hereby certify that on this twenty third day of May in the year eighteen hundred and seventy-one before the subscriber, a Justice of the Peace of the said State in and for Baltimore County aforesaid, personally appeared Benjamin P. Power and Elizabeth L. Power and did each acknowledge the foregoing deed to be their respective act.

John T. Pilert, J.P.

State of Maryland, Baltimore County, Sct: I hereby certify that John T. Pilert, Esquire, before whom the annexed acknowledgments were made and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland, in and for Baltimore County, duly commissioned and sworn. In testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 24th day of May, A.D. 1871.

Edward H. Alby

Clerk of the Circuit Court for Baltimore County.

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 10, p. 74, recorded 8/14/1872.

At the request of Thomas R. Hall, the following Deed was recorded Aug. 14th, 1872, to wit:

This Deed made this tenth day of August in the year eighteen hundred and seventy-two by George W. Spates and Ann B. Spates, his wife, of Montgomery County, in the State of Maryland. Witnesseth, that for and in consideration of the sum of six thousand, nine hundred dollars the said George W. Spates and Ann B. Spates, his wife, do grant unto Thomas R. Hall, of the County and State aforesaid, in fee simple, all the following tracts, parts of tracts, pieces or parcels of land, situate, lying and being in Montgomery County aforesaid, being part of a tract of land called "Sugar Land Forest," part of a tract called "Partnership," part of the "Resurvey on Blantyre," and part of a tract called "Corsbasket," or by whatever name or names the same may be known and contained within the metes and bounds, courses and distances following, to wit: Beginning to include the whole at a stone planted at the end of ninety one perches on the South two hundred perch line of Lot No. 1, in the division of the real estate of the late Thomas O. Williams, as made June 25th 1829 by James N. Allnutt, Colmow Williams and William Chiswell, commissioners, and running thence South eighty eight and a half degrees East seventy four and three tenths perches to a bounded white oak tree standing by a spring; then South fifty and a fourth degrees East twenty five and seven tenths perches to a bounded hickory; then North sixty one and a fourth degrees East twenty two perches; then North twenty four and a half degrees East one hundred and ten and two tenths perches to a stone at the end of the 51st line of "Sugar Land Forest;" then North fifty-nine and three-fourths degrees West one hundred and fifteen and three tenths perches to a stone; North thirty three degrees West one hundred and thirty seven and four tenths perches to a bounded white oak tree; then South forty three degrees West nineteen and seven tenths perches; than South eighty nine and a half degrees West thirteen and three tenths perches; South eighty three degrees West twenty seven and three tenths perches to the 41st line of the "Resurvey on Corsbasket;" then reversely with said line North thirty nine degrees West thirty six perches to the end of the 21st line of a conveyance made Nov. 28th 1840, by George W. Peter to Richard P. Spates; then reversely with said conveyance South fifty degrees West nine and one-fourth perches; South thirty-nine degrees West forty-six perches to a hickory tree; South fourteen and a fourth degrees West ten and nine-tenths perches; South two degrees East thirteen perches; South five and a fourth degrees West fifty-three perches to an elm tree; South eleven and a fourth degrees East ten and a half perches; South twelve and a half degrees West twenty-nine perches; South three degrees East five perches; South fifty-three degrees East five perches; South twenty-three and a half degrees East eight perches; South eight and a half degrees East eight perches; South six and a half degrees West ten perches; South twelve perches; South fourteen and a half degrees East thirty perches; South eighty-seven and a half degrees East thirty-nine perches; South forty degrees East fourteen perches; South twenty-nine and a half degrees East eighteen perches; North sixty-four degrees East twenty-seven and four-tenths perches; North eighty degrees East two perches; South one hundred and twenty four and three-tenths perches to a stone; South seventy degrees East thirty-one and three-tenths perches to a stone, the beginning of the aforesaid conveyance; then North to the beginning. Containing three hundred and thirty nine and seven eighths acres of land, more or less; being the same lands which were conveyed to the said George W. Spates by Richard P. Spates and wife by deed bearing date the twenty second day of February, in the year eighteen hundred and fifty one and

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recorded among the Land Records of Montgomery County in Liber S. T. S. No. 5, folios 237, &c. and by John H. Lowe and wife by deed bearing date the twenty first day of June in the year eighteen hundred and fifty eight and recorded among the Land Records of said County in Liber J. G. H. No. 7, folios 68, &c. and by Benjamin P. Power and wife by deed bearing date the twenty third day of May in the year eighteen hundred and seventy one and recorded among the Land Records of said County in Liber E. B. P. No. 9, except so much of said lands as were conveyed by the said George W. Spates and wife to a certain Frederick S. Poole by deed bearing date the twenty sixth day of march, in the year eighteen hundred and sixty seven and recorded among the Land Records of said County in Liber E. B. P. No. 4, folio 107, &c. Also, all that tract, part of a tract, piece or parcel of land lying and being in said County called part of "The Resurvey on Hanover," and containing within the metes and bounds, courses and distances following, to wit: Beginning at a stone planted at the end if the eighth line of a conveyance from William Cifaell to Richard P. Spates bearing date the 27th day of March, A.D. 1847, and running thence with the ninth line of said conveyance South thirteen and a half degrees East ninety four and a half perches to the beginning of said conveyance; thence with the 1st lines of said conveyance South sixty seven and three quarters degrees West one hundred and forty four and a half perches to a stone; North fifty one and a half degrees West seventy six and a fourth perches to the third line of a lot whereon Jeremiah Plummer once resided; then with said line North forty two degrees East seventy four perches to the end thereof; thence North seventy one and a fourth degrees West to the beginning. Containing one hundred acres of land, more or less; together with a right of way to a depot on the Point of Rocks and Washington Railroad across the lands of a certain Grafton Beall, which was reserved by the said George W. Spates for himself, his heirs, and assigns in a deed from the said George W. Spates to the said Grafton Beall bearing date the seventeenth day of May in the year eighteen hundred and sixty nine and recorded among the Land Records of said County in Liber E. B. P. No. 6, folios 321, &c. Also all that lot of land lying and being in the town of Poolesville in said County adjoining the lots of Samuel Carter on the West, Thomas H. Poole on the North, John T. Fletchall on the East, and the public road leading from Poolesville to Rockville on the South and containing two acres of land, more or less; being the same land which were conveyed to the said George W. Spates by Richard P. Spates and others by deed bearing date the eighth day of January in the year eighteen hundred and sixty seven and recorded among the Land Records of said County in Liber E. B. P. No. 3, folio 446, &c.

And the said George W. Spates covenant to warrant generally the lands and premises hereby conveyed. Witness our hands and seals.

Test: Thomas Fayffe
Benj. F. Reed

Geo. W. Spates {Seal}
Ann B. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify that on the tenth day of August in the year eighteen hundred and seventy-two, before the subscriber, a Justice of the Peace of said State, in and for the County aforesaid, personally appeared George W. Spates and Ann B. Spates, his wife, and did each acknowledge the foregoing deed to be their respective act.

Benj. F. Reed, J.P.

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Montgomery County Courthouse, Rockville, MD, Deed Book EBP 10, p. 77, recorded 8/14/1872.

At the request of Thomas R. Hall, the following Deed was recorded Aug. 14th, 1872, to wit:

This Mortgage made this 10th day of August in the year eighteen hundred and seventy-two, by George W. Spates and Ann B. Spates, his wife, of Montgomery County, in the State of Maryland. Witnesseth, That whereas the said George W. Spates and Ann B. Spates, his wife, have this day conveyed to a certain Thomas R. Hall of the County and State aforesaid, four hundred and thirty nine acres of land, more or less, lying and being in said County, which said lands are particularly described by metes and bounds, courses and distances in said deed; and whereas the following judgments rendered by the Circuit Court for Montgomery County, remain open and unsatisfied on the docket of said Court, and are therefore present subsisting liens on said lands so conveyed, viz: a Judgement of Danner & Zeigter vs. the said George W. Spates, rendered at the March Term 1857, of said Court for the sum of one hundred and sixty five dollars with interest from date and cots, a Judgment of Horatio Trundle vs. George W. Spates, at the March term 1860 of said Court for the sum of one hundred and ninety six dollars, with interest from date and costs; a Judgment of Horatio Trundle vs. said Spates rendered at the same Term of Court for the sum of one hundred and fifty five dollars, with interest from date and costs; a Judgment of Benjamin S. White use of Heiser & Co. vs. said Spates, rendered at the March Term 1861 of said Court for the sum of one hundred and sixty dollars and eighty cents, with interest from date and costs; a Judgment of John C. Myers vs. said Spates rendered at the same time of said Court for the sum of one hundred and fifty dollars, with interest from date and costs; a Judgment of George W. Given assignee of Thomas H. Keain vs. said Spates rendered at the March Term 1862 of said Court for the sum of one hundred and thirty dollars with interest from date and costs; a Judgment of Bickford & Huffman vs. said Spates rendered at the March Term 1863 of said Court for the sum of one hundred and ten dollars with interest from date and costa; a Judgment of George W. Welsh Vs said Spates rendered at the February Term 1865 of said Court for the sum of two hundred and fifty three dollars and forty cents with interest from date and costs; a Judgment of Dorcas A. Hoskinson vs. said Spates rendered at the August Term 1865 of said Court for the sum of one hundred and seventy six dollars and sixty one cents with interest from date and costs; a Judgment of Thomas Poole vs. the said Spates for the sum of three hundred and forty three dollars and sixty six cents with interest from date and costs, rendered at the February Term 1867 of said Court; a Judgment of Veirs & Jones vs. said Spates rendered at the February Term 1867 of said Court for the sum of four hundred and twenty dollars and forty eight cents with interest from date and costs; a Judgment of Denton Jacques vs. said Spates rendered at the January Term 1870 of said Court for the sum of four hundred and seventy seven dollars and ninety seven cents with interest from date and costs; a Judgment of McDermott vs. the said Spates rendered at the March Term 1871 of said Court for the sum of one hundred and twenty two dollars and thirty five cents with interest from date and costs; a Judgment of Bridges & Henderson vs. said Spates rendered at the January Term 1872 of said Court for the sum of one hundred and twenty three dollars and sixteen cents with interest from date and costs; a Judgment of Buckey & Marbury vs. said Spates rendered at the March Term 1872 of said Court for the sum of one hundred and sixty six dollars and sixty cents, with interest from date and costs; and a Judgment in favor of said Buckey and Marbury vs. the said Spates rendered at the same Term of Court, for the sum of one hundred and thirty-three dollars and eighty-two cents, with interest

from date and costs; the aggregate amount of money still remaining due on said Judgments being estimated at from fifteen hundred to two thousand dollars, and whereas the said George W. Spates and Ann B. Spates, his wife, desire to indemnify and secure the said Thomas R. Hall against all loss by reason of the existence of said Judgment liens on the said lands so sold and conveyed as aforesaid, Now therefore, in consideration of the premises the said George W. Spates and Ann B. Spates, his wife, do grant unto the said Thomas R. Hall all those tracts, parts of tracts, pieces or parcels of land lying and being in said County; being part of a tract of land called "Refusal;" part of "Cider and Ginger;" part of "Three Springs;" and part of "Preston's March;" or by whatever name or names the same may be known. Containing two hundred and fifty five acres and twelve perches of land, more or less, being the same lands conveyed by the said Thomas R. Hall and wife to the said George W. Spates by deed of even date herewith and which were conveyed to the said Thomas R. Hall by Samuel C. Young and wife by deed bearing date the twenty sixth day of November in the year eighteen hundred and sixty six and recorded among the Land Records of said Montgomery County, in Liber E. B. P. No. 3, folios 299, &c., and also all those parcels of "Refusal," "Cider & Ginger," "Three Springs" and "Preston's March" Containing one hundred and forty seven acres of land, more or less, being the same lands conveyed by the said Thomas R. Hall and wife to the said George W. Spates by deed of even date herewith and which were conveyed to the said Thomas R. Hall by Samuel C. Young and wife by deed bearing date the twenty sixth day of November, in the year eighteen hundred and sixty six and recorded among the Land Records of said Montgomery County, in Liber E. B. P. No. 3, folios 299, &c., and also all those parts of "Refusal," "Cider & Ginger," "Three Springs" and "Preston's March" Containing one hundred and forty seven acres of land, more or less, which were conveyed to the said George W. Spates by John H. Williams and Sarah Williams, his wife, and Edward Hoskinson, by deed bearing date the seventh day of January, in the year eighteen hundred and sixty nine and recorded among the Land Records of said Montgomery County in Liber E. B. P. No. 6, folios 147, &c., and by John T. Fletchall by deed bearing date the first day of January in the year eighteen hundred and seventy two and recorded among the Land Records of said County in Liber E. B. P. No. 9, folios 228, &c., which said lands are fully and particularly described by metes and bounds, courses and distances in the deeds hereinbefore referred to.

Provided that if the said George W. Spates shall fully pay and satisfy each and all of the judgments aforesaid and all other judgments or other liens that may exist on the lands so sold and conveyed by him as aforesaid to the said Thomas R. Hall, then this Mortgage shall be void; And provided further that if the said George W. Spates should not fully pay and satisfy each and all of said judgments and all other judgments and other liens now existing on said lands and the said Thomas R. Hall should be compelled to pay said judgments, or any one of them, or any part thereof, or any other judgment, or other lien now existing on said lands, then it may and shall be lawful for the said Thomas R. Hall to sell the mortgaged premises herein described, at public sale, in the village of Poolesville in said Montgomery [County] and upon such terms as he shall deem best, after giving twenty days public notice of the time, place and terms of sale in some newspaper printed in Montgomery County, and upon the payment of the purchase money, shall convey the said lands to the purchaser or purchasers thereof in fee simple and shall apply the proceeds of said sale as follows: In the first place he shall pay all the expenses attending said sale, including a commission to himself according to the rules of the Circuit Court for Montgomery County; he shall then reimburse himself all sums of money paid by him on account of any of the Judgments aforesaid or of any other lien now existing on said lands; In the next

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place he shall pay and satisfy all the Judgments aforesaid and all other liens now existing, then remaining unpaid and unsatisfied; and the balance, if any, he shall pay over to the said George W. Spates, his executors, administrators or assigns. Witness our hands and seals:

Test: Thomas Faffe

Benj. F. Reed

Geo. W. Spates {Seal}

Ann B. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify on this tenth day of August in the year eighteen hundred and seventy-two, before the subscriber, a Justice of the Peace of said State in and for the County aforesaid, personally appeared George W. Spates and Ann B. Spates, his wife, and did each acknowledge the foregoing Mortgage to be their respective act, and at the same time and place also personally appeared Thomas R. Hall, the within named Mortgagee, and made oath in due form of law that the consideration therein mentioned is true and bona fide as therein set forth.

Ben. F. Reed, J.P.

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Montgomery County Courthouse, Rockville, MD, Deed Book EBP 10, p. 80, recorded 8/10/1872.

Pursuant to an Act of the General Assembly, the following Report & Plat was recorded the 10th August, 1872, to wit:

To the Honorable Commissioners of Montgomery County, Md.

Whereas we the undersigned were appointed by Your Honorable Body to examine and determine whether the public convenience required the opening of a public road or not, beginning at a point on the Poolesville and Dawsonville road, at the dividing line between Thomas H. Gott and Thomas L. Jones, running thence on their dividing line to the lands of F. W. Poole, thence on their dividing line, thence through their dividing lines; thence through the lands of F. S. Poole, on the old road bed, to the lands of Mrs. Jane Pleasants; thence on their line, thence on the dividing line of J. H. and Henson Lowe & others and F. S. Poole; thence on the lands of Mrs. Jane Pleasants to the dividing line of Geo. W. Spates and F. S. Poole; thence with the said line to the lands of Mr. Turner's heirs; thence through the lands of Mr. Turner's heirs, Samuel Jarboe and Henson Allnutt to the River Roar; thence with said road to the private road of Mrs. Hersberger, thence on said private road to the Chesapeake and Ohio Canal at Sycamore landing.

Having been sworn according to the law and the legal notice having been given, we proceeded to examine said location from the information from various parties and our own observations, we are of the opinion that the public convenience does require a public road, and have laid out a road accompanied with a survey of the location and do assign the following reasons upon which our opinions are founded.

There is a large section of County with no public road through it and a great many persons are dependent on the private roads of persons in traveling through and hauling their grains to market. And we are of the opinion that there is the more practicable route that application has been made for a location to the Sycamore landing, as it will accommodate a greater number of persons both directly and indirectly and will cost less money by way of damages to the parties through whom it passes, and can be opened at less expense.

We have valued and are of the opinion, that the following damages are sustained by the parties through whom the location passes, viz: Thomas L. Jones, one hundred and seventy five dollars; F. S. Poole, one hundred and fifty dollars; Mrs. Jane Pleasant, one hundred [dollars]; and J. & H. Lowe, sixty five dollars; Isaac baily, fourteen dollars; Gilmore Lynch, six dollars; Samuel Medcalf, forty dollars; George W. Spates, seventy dollars; Turner's heirs, one hundred dollars; Samuel Jarboe, four hundred dollars; James T, Trundle, one hundred and eighty dollars; Henson Allnutt, one hundred and eighty dollars; and Mr. Hersberger, four hundred and fifty dollars, making in the aggregate one thousand, nine hundred and thirty dollars.

We submit the foregoing report together with the plat made out to your Honorable body.

As witness our hands and seals this twenty seventh day of April eighteen hundred and seventy-two.

Howard Griffith {Seal}
Joseph Dyson {Seal}

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 10, p. 119, recorded 9/14/1872.

At the request of George W. Spates, the following Deed was recorded 14th Sept. 1872, to wit:

This Deed, made this tenth day of August, in the year eighteen hundred and seventy two, by Thomas R. Hall and Clara B. Hall, his wife, of Montgomery County in the State of Maryland. Witnesseth, that for and in consideration of the sum of twelve thousand, seven hundred dollars, the said Thomas R. Hall and Clara B. Hall, his wife, do grant unto George W. Spates, of the County and State aforesaid in fee simple, all the following tracts, parts of tracts, pieces or parcels of land, situate, lying and being in Montgomery County aforesaid, being part of a tract of land called "Refusal," part of "Cider and Ginger," part of "Three Springs" and part of "Preston's March," or by whatever name or names the same may be known, and contained within the following metes and bounds, courses and distances, to wit: Beginning for the same at the end of two and two tenths perches on the seventh line of a tract of land called "Abraham's Lot," it being also the first line of said tract called "Refusal," and running thence with the lines of said tract called "Abraham's Lot," the eight following courses: South seventy-two degrees West twenty one and eight-tenths perches; North sixty-seven degrees West forty perches; North thirty-one degrees West forty perches; South seventy-four degrees West thirty-eight perches; South thirty degrees West twenty perches; South eighty-two degrees West thirty-two perches; South sixty-five degrees West forty perches; South forty-five degrees West forty perches, to a stone on the towpath side of the Chesapeake and Ohio Canal, it being the beginning of the conveyance from Samuel C. Young and wife to John T. Fletchall and John H. Williams; then with the lines of said conveyance down said towpath side of said Canal with said courses reversed South sixty one degrees East nine and one tenth perches; South fifty three and a half degrees East fifteen and one tenth perches; South forty-seven and a half degrees East thirty-four and four-tenths perches; South forty-four degrees East twenty-six perches; South forty-one and a half degrees East twenty-four and a half perches; South forty-two degrees East thirty-four and eight-tenths perches; South forty degrees East forty-two and six-tenths perches; South thirty-seven degrees East forty-five and one-tenth perches; South thirty-three degrees East thirty-four and a fourth perches; South twenty-nine degrees East thirty-nine and a fourth perches; South twenty-one degrees East twenty-six and three-tenths perches; South fourteen and three-fourths degrees East twenty-six and six-tenths perches; North eighty degrees East seventeen and eight-tenths perches; North five perches; North seventy-eight degrees East two and three tenths perches, to a stone on the eighty-first line of "Preston's March" and forty-four and six-tenths perches from the end thereof; thence with the first and second lines of the purchase made by Samuel C. Young from William D. Poole, North twenty-seven degrees West fifteen and one-twentieth perches; North thirty-four and three-fourths degrees East fifty-two and eight-tenths perches; thence with the original lines of the conveyance made by Joseph N. Dawson to the said Samuel C. Young, North seven and three-fourths degrees West one hundred and seven and a fourth perches, to a stone; North five and twenty-four sixteenths degrees West fifty-one and two-tenths perches; thence by a straight line to the beginning. Containing, clear of the Canal, two hundred and thirty-seven acres, one rood, and twelve perches of land, more or less.

Also, another part of said tract called "Cider and Ginger," or by whatever name the same may be known, which is bounded on the North by the Chesapeake and Ohio Canal, on the South by the Potomac River, on the East by the land owned by the late William Elgin, and on the West by the

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land owned by John Crampton. Containing seventeen and three-fourths acres of land, more or less; this last mentioned parcel of land being the same land which was conveyed by John Jones and wife to the said Samuel C. Young, by a deed of conveyance recorded in Liber J. G. H. No. 7, folio 400, one of the Land Records of said Montgomery County; all the land hereby conveyed amounting in the aggregate to two hundred and fifty-five acres and twelve perches of land, more or less; being the same lands which were conveyed by the said Samuel C. Young and wife to the said Thomas R. Hall by deed bearing date the twenty-sixth day of November, in the year eighteen hundred and sixty-six and recorded among the Land Records of said Montgomery County in Liber E. B. P. No. 3, folios 299, &c.

And the said Thomas R. Hall covenants to warrant generally the lands and premises hereby conveyed.

Witness our hands and seals:

Test: Samuel C. Cator

Benj. F. Reed

Thomas R. Hall {Seal}

Clara B. Hall {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify that on this tenth day of August, in the year eighteen hundred and seventy-two, before the subscriber, a Justice of the Peace of said State in and for the County aforesaid, personally appeared Thomas R. Hall and Clara B. Hall, his wife, and each acknowledged the foregoing deed as their respective act.

Benj. F. Reed, J.P.

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Montgomery County Courthouse, Rockville, MD, Deed Book EBP 11, p. 363, recorded 12/31/1873.

At the request of Elijah V. White, the following Mortgage was recorded 31st Dec. 1873, to wit:

This Mortgage made this twenty-seventh day of December in the year one thousand eight hundred and seventy-three by George W. Spates and Ann B. Spates, his wife, of Montgomery County in the State of Maryland. Witnesseth, Whereas the said George W. Spates and Ann B. Spates, his wife, have by deed of even date herewith conveyed to Elijah V. White two pieces or parcels of land lying and being in the County and State aforesaid, being parts of a tract of land called "Preston's March," one containing one hundred and forty-seven square perches of land which said land is now particularly described in said deed: And whereas there is a number of judgments standing in the Circuit Court for Montgomery County against the said George W. Spates, and one lien on the right, title and interest of said George W. Spates in and to the land so conveyed by him and his wife to the said Elijah V. White, and whereas the said George W. Spates and Ann B. Spates, his wife, have agreed to indemnify and save harmless the said Elijah V. White against loss or damage by reason of and liens on said land; Now therefore, in consideration of the premises, the said George W. Spates and Ann B. Spates, his wife, do grant unto the said Elijah V. White all those tracts, parts of tracts, pieces or parcels of land, lying and being in the County aforesaid, being a part of a tract called "Refusal," part of a tract called "Cider and Ginger;" part of a tract called "Three Springs;" or by whatever name or names the same may be known or called; being the same lands which were conveyed to the said George W. Spates by Thomas R. Hall and wife by deed bearing date the tenth day of August in the year one thousand eight hundred and seventy-two and recorded in Liber E. B. P. No. 10, folio 77, &c., and by John H. Williams and Sarah Williams, his wife, and Edward Hoskinson by deed bearing date the seventh day of January in the year one thousand, eight hundred and sixty-nine and recorded in Liber E.B. P. No. 6, folio 147, &c., and by John T. Fletchall by deed bearing date the first day of January in the year one thousand, eight hundred and seventy two and recorded in Liber E. B. P. No. 9, folio 232, &c.; all Land Records of Montgomery County; save and except the two pieces or parcels of land hereinbefore mentioned as conveyed by the said George W. Spates and Ann B. Spates, his wife, in a deed of even date herewith, to the said Elijah V. White.

Provided that if the said George W. Spates shall fully pay and satisfy each and all of said judgments, to wit: all judgments now subsisting as liens on the lands sole and conveyed as aforesaid by the said George W. Spates and Ann B. Spates, his wife, to the said Elijah V. White by deed of even date herewith then this Mortgage shall be void. And Provided further that if the said George W. Spates should not pay and satisfy each and all said judgments at this time subsisting as liens on said land and the said Elijah V. White should be required to pay the same or any portion thereof by reason of holding said lands conveyed to him as aforesaid, then this Mortgage to be and remain in full force on all the other lands now held by said George W. Spates hereinbefore mentioned and described, for indemnity and reimbursement to the said Elijah V. White of the amount so paid by him, and be subject to foreclosure from the time of such payment for said amount with interest from the date of the payment thereof. Witness our hands and seals.

Test: Samuel C. White

Geo. W. Spates {Seal}

Ann B. Spates {Seal}

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State of Maryland, Montgomery County, to wit: I hereby certify that on this twenty-seventh day of December, in the year one thousand eight hundred and seventy-three, before the subscriber, a Justice of the Peace of the aforesaid State in and for the County aforesaid, personally appeared George W. Spates and Ann B. Spates, his wife, and each acknowledged the foregoing Mortgage to be their respective act; and at the same time before me also personally appeared Elijah V. White and made oath in due form of law that the consideration named in said Mortgage is true and bone fide as therein set forth.

Benj. F. Reed, J.P.

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Montgomery County Courthouse, Rockville, MD, Deed Book EBP 11, p. 383, recorded 12/31/1873.

At the request of Elijah V. White, the following Deed was recorded 31st Dec. 1873, to wit:

This Deed made this twenty-seventh day of December in the year one thousand eight hundred and seventy-three by us, George W. Spates and [Ann B.] Spates, his wife, of Montgomery County in the State of Maryland. Witnesseth: That in consideration of the sum of thirty five hundred dollars, we the said George W. Spates and [Ann B.] Spates, his wife, do grant unto Elijah V. White a part of a tract or parcel of land lying and being in the County aforesaid called "Preston's March," and contained within the following metes and bounds, courses and distances, to wit: **Beginning** at a stone planted at the end of twenty three and three tenths perches on the nineteenth line of a conveyance made May 5th 1847, by Thomas Dawson to the Chesapeake and Ohio Canal Company near and below the lock at Edward's ferry, and running thence North seventy five and one quarter degrees East twelve and three fourths perches; North nine and one quarter degrees West eight and thirty five one hundredths perches; South seventy four and one half degrees West eight and six tenths perches to a stone; North thirteen and one half degrees West seven and seven tenths perches to a stone; South seventy six degrees West one and fifteen one hundredths perches; North ten degrees West three perches; South eighty one and one half degrees West two and sixty five hundredths perches to the end of four perches on the said nineteenth line; then with said line South ten degrees East nineteen and three tenths perches to the beginning. **Containing** one hundred and forty-seven square perches of land. Also, another part of "Preston's March:" Beginning at a stone planted on the seventeenth line of said conveyance from Thomas Dawson to the Chesapeake and Ohio Canal Company near and above the lock at Edward's Ferry and running thence with said line reversed North ten and one-fourth degrees West four and three-tenths perches; then North sixty-nine and one half degrees East eight and sixty-five one-hundredths perches to the public road; then South twenty-four and one half degrees East six and two-tenths perches; then South eighty and one half degrees West ten and one-tenths perches to the beginning. Containing forty-nine square perches of land, all the lines of both parcels of land by magnetic meridian. And the said George W. Spates and Ann B. Spates, his wife, covenant that they warrant generally the property hereby conveyed. Witness our hands and seals.

Test: Samuel C. White

George W. Spates {Seal}

Ann B. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify that on this twenty-seventh day of December in the year one thousand, eight hundred and seventy-three, before the subscriber, a Justice of the Peace of the aforesaid State in and for the aforesaid County, personally appeared George W. Spates and Ann B. Spates, his wife, and each acknowledged the annexed deed to be their respective act.

Benj. F. Reed, J.P.

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 11, p. 384, recorded 12/31/1873.

At the request of Elijah V. White, the following Deed was recorded 31st Dec. 1873, to wit:

This Deed, made this twenty-ninth day of December in the year one thousand eight hundred and seventy-three by John T. Fletchall and Mary S. Fletchall, his wife, of Montgomery County, in the State of Maryland. Witnesseth: Whereas the said John T. Fletchall, by deed bearing date the first day of January in the year one thousand eight hundred and seventy-two, and recorded in Liber E.B. P. No. 9, folio 228, &c., one of the Land records of Montgomery County, conveyed to a certain George W. Spates, of the County and State aforesaid, all the right, title, claim and interest of him, the said John T. Fletchall in and to all those tracts, parts of tracts, pieces or parcels of land lying and being in the County aforesaid called "Refusal," "Cider and Ginger," "Three Springs" and "Preston's March," or by whatever name or names the same may be known and called, and which are particularly described in said deed. And whereas the said George W. Spates has sold and conveyed to Elijah V. White a portion of the said lands hereinafter particularly described and as the said Mary S. Fletchall, wife of the said John T. Fletchall did join him in the deed aforesaid to George W. Spates, the said Elijah V. White has requested this conveyance for the relinquishment of the right of dower of the said Mary S. Fletchall, in and to the portion of the said lands now held by him, the said Elijah V. White. Now, therefore, in consideration of the premises and of the sum of one dollar, in hand paid, at or before the sealing and delivery of this deed, the said John T. Fletchall and Mary S. Fletchall, his wife, do grant unto the said Elijah V. White all the right, title, claim and interest at law or in equity of the said Mary S. Fletchall, wife of the said John T. Fletchall, in and to part of a tract of land called "Preston's march," lying and being in the County aforesaid, and contained within the following metes and bounds, courses and distances, to wit: Beginning at a stone planted at the end of twenty three and three tenths perches on the nineteenth line of a conveyance made May 5th 1849 by Thomas Dawson to the Chesapeake and Ohio Canal Company near and below the lock at Edward's ferry, and running thence North seventy-five and one-quarter degrees East twelve and three-fourths perches; North nine and one-quarter degrees West eight and thirty-five one-hundredths perches; South seventy-four and one-half degrees West eight and six-tenths perches to a stone; North thirteen and one-half degrees West seven and seven-tenths perches to a stone; South seventy-six degrees West one and fifteen one-hundredths perches; North ten degrees West three perches; South eighty-one and one-half degrees West two and sixty-five one-hundredths perches to the end of four perches on said nineteenth line; then with said line South ten degrees East nineteen and three-tenths perches to the beginning. Containing one hundred and forty-seven square perches of land.

Also, another part of "Preston's March." Beginning at a stone planted on the seventeenth line of said conveyance from Thomas Dawson to the Chesapeake and Ohio Canal Company, near and above the lock at Edward's Ferry, and running thence with said line reversed North ten and one-fourth degrees West four and three-tenths perches; then North sixty-nine and one half degrees East eight and sixty-five one-hundredths perches to the public road; then South four and one-half degrees East six and two-tenths perches; then South eighty and one-half degrees West ten and one-tenth perches to the beginning. Containing forty-nine square perches, all the lines by magnetic meridian. Witness our hands and seals.

George W. Spates Family History

Test: W. C. Hoskinson
Benj. F. Reed

John T. Fletchall {Seal}
Mary S. Fletchall {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify that on this twenty-ninth day of December in the year eighteen hundred and seventy-three, before the subscriber, a Justice of the Peace of the aforesaid State in and for the aforesaid County, personally appeared John T. Fletchall and Mary S. Fletchall, his wife, and each acknowledged the foregoing deed to be their respective act.

Benj. F. Reed, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 12, p. 113, recorded 5/1/1874.

At the request of George C. Fisher, the following Deed was recorded 1st May. 1874, to wit:

This Deed, made this thirteenth day of April. in the year one thousand, eight hundred and seventy-four, by us, George W. Spates and Ann B. Spates, his wife, of Montgomery County in the State of Maryland. Witnesseth: That for and in consideration of the sum of three thousand dollars, we the said George W. Spates and Ann B. Spates, his wife, do grant unto George C. Fisher, of the aforesaid County and State, all those tracts, parts of tracts, pieces or parcels of land lying and being in the County and State aforesaid and described as follows: Part of a tract of land called "Refusal," and part of a tract called "Preston's March," Beginning at a stone planted where formerly stood a large bounded sycamore tree near and above the Lift Lock at Edward's Ferry on the bank of the Potomac River and at the end of the last line of "Preston's March" and running thence with the line of the Chesapeake and Ohio Canal lands the following courses and distances: North sixty six and one half degrees East eight perches to the towpath; then up the towpath North ten degrees West fifty and two-tenths perches to a stone; still North ten degrees West eight and a half perches to a corner of the Lock house lot; South eighty and three fourths degrees West seventeen twentieths of a perch to a stone; North seventeen and one fourth degrees West three and nine tenths perches to a stone; North forty-four and three-fourths degrees East one and seven tenths perches; North ten and three-fourths degrees West nine-tenths of a perch; then leaving said lines and running down and bounding with the Waste Way South eighty five and one half degrees West five and three-fourths perches; South forty-six and one-half degrees West eight perches; South sixty-nine degrees West eight and three-fourths perches to the waters of the Potomac River; thence running down and bounding the waters of said river South thirty-three and one -alf degrees East fifteen and seven-tenths perches; still with said river South nineteen degrees East forty-seven perches to the beginning. Containing five and five-eighths acres of land. All the lines by the Magnetic Meridian, the twenty-fourth day of March in the year eighteen hundred and seventy-three. Witness our hands and seals:

Witness: R. H. Caller
Benj. F. Reed

Geo. W. Spates {Seal}
Ann B. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify that on this thirtieth day of April, in the year one thousand, eight hundred and seventy-four, before the subscriber a Justice of the Peace of the aforesaid State in and for the aforesaid County, personally appeared George W. Spates and Ann B. Spates, his wife, and each acknowledged the foregoing deed to be their respective act.
Benj. F. Reed, J.P.

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 12, p. 114, recorded 5/1/1874.

At the request of George C. Fisher, the following Mortgage was recorded 1st May. 1874, to wit:

This Mortgage, made this thirtieth day of April, in the year one thousand, eight hundred and seventy-four, by George W. Spates and Ann B. Spates, his wife, of Montgomery County in the State of Maryland. Witnesseth: That whereas the said George W. Spates and Ann B. Spates, have by deed of even date herewith, conveyed to George C. Fisher, of the County and State aforesaid, a tract or parcel of land, containing five acres and five eights of an acre of land, which is particularly described by metes and bounds, courses and distances in said deed; and whereas there is a number of judgments standing in the Circuit Court for Montgomery County as liens on said tract or parcel of land against the said George W. Spates; Now therefore in consideration of the premises and to save the said George C. Fisher harmless by reason of said liens, and in further consideration of the sum of one dollar in hand paid, we the said George W. Spates and Ann B. Spates, his wife, do grant unto the said George C. Fisher all those tracts, parts of tracts, pieces or parcels of land lying and being in said County, being part of a tract of land called "Refusal," part of "Cider and Ginger," part of "Three Springs," and part of "Preston's march," or by whatever name or names the said lands may be known or called, containing two hundred and fifty five acres, and twelve perches of land, more or less; being the same lands which were conveyed by a certain Thomas R. Hall and wife to the said George W. Spates by deed bearing date the tenth day of August in the year eighteen hundred and seventy two and recorded in Liber E. B. P. No. 10, folio 119, &c., one of the Land Records of Montgomery County, and also all those parts of "Refusal," "Cider and Ginger," "Three Springs" and "Preston's March," containing one hundred and forty-seven acres of land, more or less, and which was conveyed by a certain John T. Fletchall to the said George W. Spates by deed bearing date the first day of January in the year eighteen hundred and seventy-two and recorded in Liber E. B. P. no. 9, folio 228, &c., one of the Land Records of Montgomery County; save and except all such portions of said pieces or parcels of land as have since the conveyances aforesaid to the said George W. Spates been sold off by him to Elijah V. White, and also the portion of said lands conveyed by the said George W. Spates and wife by deed of even date herewith as aforesaid to the said George C. Fisher.

Provided that if the said George W. Spates shall fully pay and satisfy all of the said judgments or liens at this time in force and subsisting on the lands conveyed by him, the said George W. Spates and wife as aforesaid to the said George C. Fisher, then this Mortgage shall be void. And provided further that if the said George W. Spates should not fully pay and satisfy each and all of said judgments and liens subsisting on said lands and the same or any part thereof should be enforced against said lands conveyed as aforesaid to the said George C. Fisher or he, the said George C. Fisher should be required to pay any portion of said judgments and liens, to prevent the enforcement of the same against said lands, then this Mortgage shall be and remain in full force for the indemnity and security of such amount or amounts as shall be paid by him, the said George C. Fisher, or enforced against him in the premises, and it shall and may be lawful for the said George C. Fisher to sell the Mortgaged premises at public sale, in the village of Poolesville in said County, and upon such terms as he shall deem best after giving at least twenty days' notice of the time, place and terms of sale in some newspaper printed and published in said Montgomery County, and such other notice as he shall deem right and proper; and upon payment

George W. Spates Family History

of the whole purchase money he shall convey said lands by deed to the purchaser or purchasers thereof; and shall apply the proceeds of such sale as follows: In the first place he shall pay all expenses of said sale, including the usual commission according to the rules of the Circuit Court for Montgomery County as a Court of Equity; he shall then reimburse himself. All sums of money paid by him, or made out of said lands conveyed to him as aforesaid, or account of any of the judgments or liens aforesaid. In the next place, he shall pay and satisfy all judgments and liens now in force on said lands, then remaining unpaid, and the balance, if any, he shall pay over to the said George W. Spates, his executors, administrators, or assigns.

Witness our hands and seals.

Test: R. H. Caller

Benj. F. Reed

Geo. W. Spates {Seal}

Ann B. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify that on this thirtieth day of April, in the year eighteen hundred and seventy-four, before the subscriber, a Justice of the Peace of the aforesaid State in and for the aforesaid County, personally appeared George W. Spates and Ann B. Spates, his wife, and each acknowledged the foregoing Mortgage to be their act. And at the same time before me also personally appeared George C. Fisher, the Mortgagee therein named, and made oath on the Holy Evangely of Almighty God that the consideration named in said Mortgage is true and bona fide as therein set forth.

Benj. F. Reed, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 12, p. 117, recorded 5/1/1874.

At the request of George C. Fisher, the following Assignment of Lease was recorded 1st May. 1874, to wit:

For value received I hereby assign, transfer & set over to George C. Fisher, all my right, title, claim and interest in and to a certain lease made to me by the Chesapeake and Ohio Canal Co. bearing date the thirteenth day of March, A.D. 1872, and recorded in Liber E. B. P. No. 9, folio 367, hereby transferring to the said George C. Fisher all and every right vested in me by virtue of said lease. Witness my hand & seal this 30th day of April, A.D. 1874.

Test: Benj. F. Reed
R. H. Caller

Geo. W. Spates {Seal}

State of Maryland, Montgomery County, S.S.: I hereby certify that on the 30th day of April, A.D. 1874, before me, the subscriber, a Justice of the Peace in & for the County aforesaid, personally appeared George W. Spates and acknowledged the foregoing assignment of the lease to be his act.

Benj. F. Reed, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 16, p. 56, recorded 12/15/1876.

At the request of Elijah V. White, the following Bill of Sale was recorded the 15th day of December 1876, to wit:

Know all men by these presents, that we George W. Spates and Richard F. Spates, of Montgomery County, Maryland, in consideration of fourteen thousand and eighty lbs. of Busey's Excelsior, for which the said George W. Spates & Richard F. Spates has executed their note bearing date Sept. 1st 1876, for three hundred and seventy-three dollars and sixteen cents, payable twelve months after date, do hereby grant, transfer, bargain and sell unto E. V. White & his heirs, the following property, to wit: All our right, title and interest in and to the crop of wheat now growing on the land bought of T. R. Hall, and on the land bought of Fletchall & Hoskinson, said interest being the entire crop. And we do hereby covenant and agree to cut, thresh, clean and deliver in merchantable order to said White, said wheat in Edward's Ferry Warehouse.

Witness the following signatures and seals this 25th day of November 1876.

Geo. W. Spates {Seal}

Rich. F. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify, that on this 9th day of December 1876, before the subscriber, a Justice of the Peace of the said State in & for the County aforesaid, personally appeared George W. Spates & Richard F. Spates & acknowledged the foregoing Bill of Sale to be their respective act.

S. Geo. Donohoe, J.P.

State of Maryland, Montgomery County, to wit: I hereby certify, that on this 13th day of December 1876, before the subscriber, a Justice of the Peace of the said State, in and for the said County, personally appeared E. V. White & made oath in due form of law, that the consideration in the foregoing Bill of Sale is true and bona fide as therein set forth.

S. Geo. Donohoe, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 16, p. 393, recorded 6/6/1877.

At the request of Elijah V. White, the following Bill of Sale was recorded the 6th day of June 1877, to wit:

I, George W. Spates of Montgomery County in the State of Maryland, in consideration of seventeen hundred and thirty-five dollars paid me by E. V. White of Loudoun County in the State of Virginia, do hereby bargain and sell unto the said E. V. White, all my interest in the growing crop of wheat on my farm near Edward's Ferry; all my interest in the growing crop of corn on the said farm; also the one third interest in the corn crop tended by John W. Stevens as my tenant; also two mares & colts, three gray colts, three work horses, two mules, one yoke of oxen, one bull, two heifers and three milch cows, two wagons, one ox cart, one wheat drill, one combined reaper & mower, one horse-rake, two wheat fans, four bar shear plows, six shovel plows, two harrows, two corn coverers, one carriage, one buggy, one spring wagon, seventeen head of hogs, six sets of wagon harness, six sets plow harness & one set of blacksmith tools; also the crop of hay on the bottoms at Edward's Ferry.

Witness my hand and seal this fifth day of June eighteen hundred & seventy-seven.

Test: S. Geo. Donohoe

Geo. W. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify, that on this 5th day of June A.D. 1877, before the subscriber, a Justice of the Peace of the State of Maryland, in and for the said County, personally appeared George W. Spates and acknowledged the foregoing Bill of Sale to be his act, & at the same time also appeared E. V. White & made oath in due form of law, that the consideration in the said Bill of Sale is true & bona fide as therein set forth.

S. Geo. Donohoe, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 16, p. 394, recorded 6/6/1877.

At the request of Elijah V. White, the following Bill of Sale was recorded the 6th day of June 1877, to wit:

I, Richard F. Spates of Montgomery County in the State of Maryland, in consideration of five hundred dollars, paid me by E. V. White of Loudoun County in the State of Virginia, do hereby bargain and sell, unto the said E. V. White all my interest in the growing crop of wheat on the land rented from G. W. Spates at Edward's Ferry.

Witness my hand and seal this fifth day of June eighteen hundred and seventy-seven.

Test: S. Geo. Donohoe

Richard F. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify, that on this 5th day of June A.D. 1877, before me the subscriber, a Justice of the Peace of the said State, in & for the County aforesaid, personally appeared Richard F. Spates and acknowledged the annexed Bill of Sale to be his act. And at the same time personally appeared E. V. White, named in said Bill of Sale, and made oath in due form of law, that the consideration in the above Bill of Sale is true and bona fide as therein set forth.

S. Geo. Donohoe, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 16, p. 474, recorded 8/3/1877.

At the request of John H. Dade, the following Bill of Sale was recorded the 3rd day of August 1877, to wit:

I, George W. Spates & John Henry Williams as security for said Geo. W. Spates, of Montgomery County, in the State of Maryland, in consideration of the sum of ninety nine dollars and seventy seven cents (\$99.77) paid us by John H. Dade of the said State and County, do hereby bargain and sell to the said John H. Dade, the following property: one cider mill; one cutting box; one set of blacksmith tools at Edward's ferry; one corn sheller; one cooking stove & fixtures complete; two hard coal stoves; one dozen & half chairs; six bedsteads; six feather beds & bedding complete; three tables; one parlor carpet; one clock; one secretary; one sideboard; two wardrobes & two bureaus.

Witness our hands and seal, this 1st day of August, A.D. 1877.

Geo. W. Spates {Seal}
John H. Williams {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify, that on this 1st day of August A.D. 1877, before the subscriber, a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared George W. Spates & John H. Williams as security & acknowledged the foregoing Bill of Sale to be their respective act, & at the same time before me also appeared John H. Dade & made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide as therein set forth.

S. Geo. Donohoe, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 17, p. 171, recorded 11/6/1877.

At the request of E. V. White, the following Bill of Sale was recorded the 6th day of November 1877, to wit:

Know all men by these presents: That I, George W. Spates of Montgomery County, Md., in consideration of 7040 lbs. of fertilizer, for which the said Geo. W. Spates has this first day of October 1877, executed his note for the sum of one hundred and eighty-three 04/100 dollars, payable 12 months after date, do hereby grant, transfer, bargain & sell unto E. V. White and his heirs, the following property, to wit: All my right, title and interest in and to may crop of wheat & rye, now growing on my farm, now occupied by me, in said County, or so much thereof as will pay the above debt, said interest being the entire crop to said Geo. W. Spates. And I do hereby covenant and agree to cut, thresh, clean and deliver in merchantable order, to said White, at Edward's ferry, Md., said crop of wheat & rye.

Witness the following signature and seal this 3rd day of Nov. 1877.

Test: S. Geo. Donohoe

Geo. W. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify, that on this 3rd day of November 1877, before the subscriber, a Justice of the Peace of the State of Maryland, in and for the said County, personally appeared George W. Spates & acknowledged the within Bill of Sale to be his act. And at the same time before me also appeared E. V. White & made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide as therein set forth.

S. Geo. Donohoe, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 17, p. 184, recorded 11/8/1877.

At the request of T. R. Hall, the following Bill of Sale was recorded the 8th day of November 1877, to wit:

I, George W. Spates of Montgomery County, in the State of Maryland, in consideration of the sum of three hundred and forty eight dollars, being interest due on Mortgage, August 10, 1877, and also the sum of one hundred and forty five dollars, due upon two notes of hand, do hereby bargain and sell to T. R. Hall of Montgomery County in the State of Maryland, fifty five acres of growing wheat and rye upon my farm near Edward's Ferry in same County and State. Witness my hand and seal this third day of November 1877.

Geo. W. Spates {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify, that on this 3rd day of November A.D. 1877, before the subscriber, a Justice of the Peace of the said State, in & for the County aforesaid, personally appeared Geo. W. Spates & acknowledged the within Bill of Sale to be his act. And at the same time before me also appeared T. R. Hall & made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide as therein set forth.

S. Geo. Donohoe, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 19, p. 429, recorded 1/29/1879.

At the request of White & Wootton, the following Bill of Sale was recorded the 25th day of January 1879, to wit:

Know all men by these presents: That I, G. W. Spates of Montgomery Co., Md., in consideration of merchandise & cash for which the said G. W. Spates has this 1st day of Oct. 1878, executed his note for the sum of three hundred and eighty-six 13/100 dollars, payable 12 months after date do freely grant, transfer, bargain and sell unto White & Wootton, and their heirs, the following property, to wit: All my right, title and interest in and to my crop of wheat, now growing on my farm in said County, or so much thereof as will pay the above debt, said interest being entire crop to said White & Wootton. And I do hereby covenant and agree to cut, thresh, clean, and deliver in merchantable order to said White & Wootton at Edward's Ferry, with interest on one hundred and forty-two 86/100 dollars, from January 1st, 1879.

Witness the following signature and seal this 21st day of January, 1879.

Geo. W. Spate {Seal}

State of Maryland, Montgomery County, to wit: I hereby certify, that on this 21st day of January A.D. 1879, before the subscriber, a Justice of the Peace of the said State, in & for the County aforesaid, personally appeared George W. Spates & acknowledged the within Bill of Sale to be his act. And at the same time before me also appeared Edie Wootton, of the firm of White & Wootton, & made oath in due form of law that the consideration in the said Bill of Sale is true and bona fide as therein set forth.

S. Geo. Donohoe, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 22, p. 13, recorded 3/22/1880.

At the request of Thomas P. Spates, the following Deed was recorded the 22nd day of March, A.D. 1880, to wit:

This Deed made this 4th day of February in the year 1880, by George W. Spates of Montgomery County, State of Maryland. Witnesseth: That in consideration of five hundred dollars paid, the receipt for same is hereby acknowledged, I the said George W. Spates do grant unto Thomas P. Spates all that piece or parcel of land situate and lying in Montgomery County, State of Maryland, near Edward's Ferry, bounded as follows: on the North by the lands of Thomas R. Hall, on the West by the Chesapeake and Ohio Canal, on the South by the lands of E. V. White, on the East by the Public Road leading from Edward's Ferry to White's Ferry. Containing three-fourths of an acre of land, more or less, with all the buildings and appurtenances thereunto belonging in fee simple. Witness my hand and seal.

Test: Frances T. Williams

Geo. W. Spates {Seal}

State of Maryland, Montgomery County, sct: I hereby certify that on the 4th day of February 1880, before me a Justice of the Peace in and for Montgomery County, Md., personally appeared George W. Spates and acknowledged the foregoing Deed to be his act.

Witness my hand and seal.

S. Geo. Donohoe, J.P.

George W. Spates Family History

Montgomery County Courthouse, Rockville, MD, Deed Book EBP 29, p. 111, recorded 7/9/1883.

At the request of Eugene E. Jarboe, the following Deed was recorded the 9th day of July, A.D. 1883, to wit:

This Deed, made this nineteenth day of June, in the year of our Lord, one thousand, eight hundred and eighty-three, by us, Thomas Anderson and William Veirs Bowie, Jr., of Montgomery County, in the State of Maryland, Trustees. Witnesseth, whereas, by a decree of the Circuit Court for Montgomery County, as a Court of Equity, passed on the second day of February in the year eighteen hundred and seventy-six, in a cause therein depending, wherein John T. Fletchall and Reeves T. Dorsey are complainants, and George W. Spates and Ann Boyd Spates, his wife, and Richard M. Williams are defendants (No. 198 Equities to 1874 & No. 239 Equities to 1875), we, the said Thomas Anderson and William V. Bowie, Jr., were appointed Trustees, to sell the land decreed to be sold, and have sold the following part thereof to Eugene E. Jarboe of the County and State aforesaid, at and for the sum of four thousand, six hundred and thirty dollars; and whereas said sale hath been finally ratified and confirmed by said Court by an order thereof passed on the eighteenth day of June in the year eighteen hundred and eighty-three and said purchase money hath been fully paid. Now therefore, in consideration of the premises and the further consideration of ten dollars, we, the said Thomas Anderson and William Veirs Bowie, Jr., Trustees as aforesaid, do grant, bargain and sell unto the said Eugene E. Jarboe all the right and title of all the parties to the aforesaid cause and to all those tracts, parts of tracts, pieces or parcels of land situated, lying and being in Montgomery County, aforesaid, comprising part of a tract called "Refusal," part of a tract called "Cider & Ginger," part of a tract called "Three Springs" and part of a tract called "Preston's March," or by whatever name or names said lands may be known which are particularly described in a deed of conveyance from John T. Fletchall to George W. Spates dated the first day of January in the year eighteen hundred and seventy two and recorded in Liber E. B. P. No. 9, folio 228, &c., one of the Land Records of said Montgomery County, except one hundred and forty nine perches, part thereof sold by the said George W. Spates & wife to Elijah V. White which is fully described in a confirmatory deed from John T. Fletchall and wife to the said Elijah V. White, dated the ninth day of December, in the year eighteen hundred and seventy-three and recorded in Liber E. B. P. No. 11, folio 385/385, another of said Land Records and five and five-eighths acres another part thereof conveyed by the said George W. Spates and wife to George C. Fisher by deed dated the thirtieth day of April, in the year eighteen hundred and seventy-four and recorded in Liber E. B. P. No. 12, folio 113 & 114, another of said Land Records & by the said George C. Fisher to Eugene E. Jarboe by deed dated the first day of January, in the year eighteen hundred and seventy-five and recorded in Liber E. B. P. No. 13, folios 89 & 90, another of said Land Records, the quantity of land hereby conveyed after deducting said lots so conveyed to Elijah V. White and Eugene E. Jarboe being one hundred and thirty-nine acres, three roods and sixteen perches, more or less.

Witness our hands and seals, the day and year aforesaid.

Test: J. W. M. Kiger

Thomas Anderson {Seal}
W. Veirs Bowie, Jr. {Seal}
Trustees

George W. Spates Family History

State of Maryland, Montgomery County, to wit: I hereby certify, that on this nineteenth day of June, in the year of our Lord, one thousand, eight hundred and eighty-three, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Montgomery County aforesaid, personally appeared Thomas Anderson and William V. Bowie, Jr. and did acknowledge the foregoing and annexed deed to be their respective act.

J. W. M. Kiger, J.P.