

MAINE STATE LEGISLATURE

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February 3, 1920

Attorney General Sturgis to Deputy Attorney General Lawrence
Re: Title to the Bath Ferry Company property.

I note your report on the title to the Bath Ferry Company Property.

You should write a letter to the Highway Commission, making a report as to the condition of the title. In that report I think you should state, in behalf of the Department, that the report is not an opinion as to the sufficiency of the title, but simply a report setting forth the actual conditions of the title, and stating that it is the understanding of the Department that the Legislative Resolve and the Executive Council order furnished an authority upon which the Highway Commission have acted to take over the Ferry property as it existed on the face of the earth and with such title as, in fact, existed. You should file with the Highway Commission such abstracts and deeds as you have obtained. If the abstract furnished by Mr. Glidden (Walter S. Glidden, Esq., of Bath) is not complete, I would like to have you make an abstract showing the exact status of the title, in order that the same may be filed with the Highway Commission and remain as a part of the record of this transaction.

I do not think I would use birch tree as a monument in describing the Woolwich side of the terry lot. Why do you not describe as the landing place and wharves and all buildings, etc., thereon and thereto connected heretofore as a terry landing and slip, and being the same premises conveyed, etc., referring to the several prior conveyances which are of record? If such a general description is used, can you not obtain a warranty deed? If this is not possible, you will have to be satisfied with a quit claim deed with covenant.

By the way, does the agreement of 1836 run to the Sagadahoc ferry, its successors or assigns, or by any language used or any rule of law, is it in fact limited to the Sagadahoc ferry? If the agreement is the subject of assignment, will a deed of the premises be sufficient, or should there be a special assignment of the agreement of 1836?

In short, I want you to take every possible step to prevent at any time any claimant from coming forward and interfering with the use, occupation and title of the state to the landing places on each side of the river. So far as possible, obtain release, quit claims or assignments sufficient to absolutely prevent at some future time, someone from coming forward and starting trouble which will be charged to our lack of foresight.

Guy H. Sturgis
Attorney General