

# MAINE STATE LEGISLATURE

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NEW DRAFT.

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# Seventieth Legislature.

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HOUSE.

No. 360

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## STATE OF MAINE.

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RESOLVE, relating to Township 5, Range 8, west of the east  
line of the State, in the county of Penobscot.

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*Resolved*, That the state has no claim or title, excepting to  
2 reserved or school lands, to Township No. 5, Range 8, west  
3 of the east line of the state, in the county of Penobscot,  
4 because of any breach of condition in the joint deed of the  
5 land agents of Massachusetts and Maine to Daniel Spofford  
6 and others, dated October 24th, 1832.





STATE OF MAINE.

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IN HOUSE OF REPRESENTATIVES,

AUGUSTA, March 8, 1901.

Reported by Mr. EATON of Calais, from Committee on State Lands  
and State Roads, and ordered printed under joint rules.

W. S. COTTON, *Clerk.*

STATEMENT OF FACTS TO ACCOMPANY HOUSE  
DOCUMENT No. 360.

By joint deed dated October 24th, 1832, and recorded in Penobscot Registry of Deeds, Vol. 33, page 44, the Commonwealth of Massachusetts and the State of Maine, through their respective Land Agents, Daniel Rose and George W. Coffin, conveyed to Daniel Spofford, Henry Darling, Moses G. Buck, Bliss Blodget, Joseph R. Folsom and Samuel M. Pond, all of Bucksport, in the county of Hancock, and State of Maine, "Township No. Five in the eighth range west of the east line of the State, containing 23,070 acres as surveyed by John Webber and Zebulon Bradley in 1832. Reserving 1,000 acres for public uses.

*On condition* that said grantees, their heirs and assigns, shall well and truly pay their promissory notes of even date herewith payable to Hezekiah Barnard, Treasurer of said Commonwealth, each for the sum of \$2,224.65, payable in 1, 2, 3, 4 and 5 years, with interest annually, and also pay their notes of even date, payable to Mark Harris, Treasurer of the State of Maine, each for the sum of \$2,224.65, payable 1, 2, 3, 4 and 5 years, with interest annually, within the periods limited therein.

*Reserving* a lien on the timber cut as security for the payment of said notes. No timber to be cut without written permits from said agents.

*If said* notes are paid as aforesaid this is to be a good and sufficient deed to convey said premises to them, their heirs and assigns.

*But if* the payment of said notes shall not be made as above specified this deed shall be null and void, and all payments which shall have been made to be forfeited to the State," and through mesne conveyances, devises and by inheritance, the title has passed and is now vested in the following named persons and in the following proportions, to wit: Twenty-one fortieths (21-40) in Frank H. Holyoke and Caleb Holyoke, both of Bangor, in the county of Penobscot and State of Maine, heirs of Caleb Holyoke, late of Brewer, in said county of Penobscot deceased; ten-fortieths (10-40) in Mary

Chase Witherbee of Newton, in the Commonwealth of Massachusetts, devisee under the will of John Lane, late of said Bangor, deceased; and nine-fortieths (9-40) in Margaret J. Baldwin and Charlotte A. Baldwin, both of said Bangor, and Thomas W. Baldwin of Boothbay Harbor, in the county of Lincoln, in said State of Maine, devisees under the will of Thomas W. Baldwin, late of said Bangor, deceased.

The Commonwealth of Massachusetts, as appears by the records of its treasurer, has received payment of all the notes due to it under said deed, but an exhaustive search of the records of the land agent and treasurer of the state of Maine fails to disclose any record whatever of its notes mentioned in said deed or anything connected with the transaction of such conveyance except the record of the deed itself, which is contained in the record book of deeds of that period in the office of the said land agent, or of any claim of the state of Maine now outstanding by reason of said notes. At that time such notes as the above were paid to the land agent, and his deposits were made with the treasurer in lump sums so they do not show from whom received.

In a warranty deed from the six grantees in said deed from the two states to James T. Hobart and Samuel J. Gardner, dated February 27, 1835, and recorded in said Penobscot Registry of Deeds, vol. 56, page 396, the consideration expressed is "\$42,142.01 in cash and notes and \$13,621.52 to be paid to the Treasurer of Massachusetts and Maine." This \$13,621.52 is the amount of the six notes of \$2,224.65 each to become due to the States with interest up to the date of the Hobart and Gardner deed, thereby showing that the first two notes of that amount which had fallen due the two previous Octobers had been paid to the State of Maine, as well as the two notes of like amount then due which had been paid to the Commonwealth of Massachusetts, as appears by its records. Later deeds in the line of title make no mention of any notes due under the original deed from the States, although one of them dated July 28, 1849, conveying eighteen-twentieths (18-20) of said township, is a warranty deed and four of the original grantees in the deed from the said two states, were grantors therein.

BANGOR, MAINE, February 18, 1901.

MARY CHASE WITHERBEE,  
MARGARET J. BALDWIN,  
CHARLOTTE A. BALDWIN,  
THOMAS W. BALDWIN,

By C. H. BARTLETT, Their Attorney.