

R13

Memorandum relating to funds received by L. B.
Deasy to be used for purchase of land in and near the
Eagle Lake water shed and for expenses connected with
same:

Received from Bar Harbor Water Company	\$ 8,000.00
Received from Mr. Rockefeller	17,500.00
Received from Bar Harbor Banking & Trust Co., interest	<u>73.39</u>

\$25,573.39

Contra

Paid for lands and rights therein as follows:

F. O. Alley	120.00
A. E. Conners	800.00
M. C. Morrison	100.00
W. M. Roberts	10,000.00
C. C. Morrison	2,350.00
Rodick Realty Company	7,500.00
R. H. Kittredge	1,000.00
Paid for legal services and expenses to Deasy & Lynam	2,178.48
Balance on hand	<u>1,524.91</u>

\$25,573.39

Copy

November 11, 1915.

George B. Dorr, Esq.,
Bar Harbor, Maine.

Dear Mr. Dorr:-

At your request, in behalf of the Hancock County Trustees of Public Reservations, we examined the title to twenty lots of land lying near Eagle Lake, Turtle Lake and Jordans Pond, in the towns of Eden and Mount Desert, Hancock County, Maine. We submitted a complete abstract in three volumes showing all deeds, together also with a summary of the abstract and our opinion respecting the title. Our opinion is to the effect that the title is good except for certain specified defects. These defects are numerous and at first sight appeared formidable but we think that most of them and probably all are either harmless or curable.

At your request we are undertaking to cure, either by obtaining further conveyances or by equitable process, such defects as seem liable to present obstacles to acceptance by the Government for a public park or reservation.

The following is a summary of all the defects, listing under separate heads such as are innocuous and such as need to be made good if practicable by deeds or court decrees.

An illustrative sketch, copied from the abstract, accompanies this letter showing the location of the various lots referred to.

DEFECTS WHICH ARE HARMLESS BECAUSE CONSISTING OF INTERESTS OUTSTANDING IN PERSONS AND CORPORATIONS WHO ARE IN HARMONY WITH THE TRUSTEES OF PUBLIC RESERVATIONS AND WHO ARE READY TO COOPERATE WITH IT SO FAR AS PRACTICABLE.

The Bar Harbor Water Company, Northeast Harbor Water Company

November 11, 1915

G.B.D. #2

and Seal Harbor Water Supply Company have rights in and have the benefit of restrictions upon certain of the lands lying in the water sheds of Eagle Lake, Jordans Pond and Hadlock Pond.

DEFECTS WHICH ARE HARMLESS BECAUSE RELATING TO PARCELS OUTSIDE THE AREA OFFERED AS A GOVERNMENT RESERVATION.

A corporation called the Mount Desert & Eastern Shore Land Company formerly owned lots seventeen and eighteen. This corporation divided certain of its property, lying to the south of Bubble Pond, into small lots, recorded a plan showing lots and ways, and sold and conveyed certain of these lots. Some of them have been repurchased and the title brought back into the Trustees of Public Reservations. These outstanding parcels and ways appurtenant to them lie outside the area intended to be offered for a Government Reservation. All these outstanding parcels combined do not include more than twenty or twenty-five acres.

DEFECTS WHICH FOR OTHER REASONS ARE UNIMPORTANT.

The owners of some parts of the property have died without conveying and the title is derived through deeds from heirs. In the cases of six of these deceased owners no administration appears to have been taken out so far as the records in this county show, i. e., Charles Goodwin, Charles E. Chapman, Eben Dunton, J. Wesley Kimball, Charles S. Ingalls and Ella A. Norton. The only effect of this omission is to leave the property subject to possible claims of creditors in case of a deficiency of personal assets. Inasmuch

November 11, 1915

G.B.D. #3-

as most of these owners died more than twenty years ago and as administration, except under certain exceptional circumstances, cannot be taken out after twenty years we regard this omission as practically negligible.

DEFECT WHICH WE ARE UNDERTAKING TO HAVE CURED BY VOTE.

Lot No. 17 was sold for taxes and bought at such sale by the Town of Mount Desert. The municipal officers of the Town in 1910 released the title thus acquired to George L. Stebbins, under whom the Hancock County Trustees of Public Reservations claims title. The municipal officers, however, have no power to convey land owned by the Town unless authorized by vote at a town meeting. Such a vote was passed in 1908. We think that this vote gave authority only to the municipal officers of that year and that officers elected two years later when they gave the deed were not sufficiently authorized to do so. We are undertaking to obtain a new vote at the next annual meeting to be held in March 1916 ratifying the deed.

DEFECTS WHICH WE ARE ATTEMPTING TO CURE THROUGH FURTHER DEEDS:

One Joseph Baker, now deceased, formerly held a small interest in Lot No. 5. His interest was 15/512 parts. He died without conveying his interest, leaving as his heirs a widow and four children, three of whom are minors. We are undertaking to obtain a deed from the widow and heirs releasing this small interest.

Elizabeth Burr Thelberg owned a small interest in Lot No. 5. She joined with others in a deed of Lot No. 5 running to William M.

November 11, 1915

G.B.D. #4-

Roberts, under which deed the Hancock County Trustees of Public Reservations claims title. Her husband did not join with his wife to release his marital interest.

The same applies to the wife of Frank L. Brewer who formerly owned a small portion of Lot No. 12. Lot No. 12 is held by the Trustees of Public Reservations under a deed of full warranty from the Rodick Realty Company. The interest of the husband of Mrs. Thelberg and of the wife of Mr. Brewer is very small and is contingent upon their survival of their wife and husband respectively. We are attempting to obtain deeds releasing these interests.

DEFECTS WHICH WE ARE UNDERTAKING TO HAVE CURED BY COURT DECREE.

Mortgage given in 1836 from William Bennett and Rufus Leighton to Samuel Gilpatrick.

Mortgage given in 1836 from William Bennett and Rufus Leighton to Enoch Spurling.

Mortgage given in 1838 from William Bennett to William Hobbs.

The three mortgages next above specified cover Lots 16 to 20 inclusive.

Mortgage given in 1852 from Randall S. Clark to John D. Gilmore.

Mortgage given in 1855 from Charles Goodwin and George M. Severance to Andrew H. Hall.

The two mortgages next above specified cover Lots 1 to 9.

Mortgage given in 1886 from Walter H. Dunton to Charles W. Kittredge.

October 11, 1915

G.B.D. #5-

In 1828 Aaron Wasgatt received a deed vesting in him one-fifth to 20. of Lot No. 16. In 1830 he conveyed one-eighth of the same. Under this deed the Hancock County Trustees of Public Reservations claim title. The record title to three-fortieths was left in him.

The record title to one-thirty-second of Lots 1, 2, 3, and 4 and Lots 6 and 7 is vested in the heirs of John J. Carr. The record title to three-thirty-seconds of the same lot was formerly vested in J. F. Parkhurst and J. W. Patten who do not appear to have conveyed.

In 1883 Lucy A. Sargent received deeds of an interest in Lot No. 6 and no conveyance appears from her.

In 1883 the Green Mountain Railway Company received title to a strip of land six rods wide crossing part of Lot No. 11. This corporation mortgaged the same to Crosby and Wyman, Trustees. The latter foreclosed their mortgage in 1895. The various parties holding the mortgages, titles, and rights specified under the last head have had no occupation and made no claim to the property for many years. We are beginning proceedings for the purpose of endeavoring to obtain court decrees that all such rights and interests have lapsed and been barred by time and possession. In the case of Crosby and Wyman we are doubtful as to the result. In the other cases we think the prospect of obtaining decrees such as we seek is very good.

Very truly yours,

EDEN

Lot	Acres	Value	Tax
McCagg	1.16	\$ 100.	\$ 3.05
Brewer & Whiting	3.5	300.	9.15
How	6.	600.	18.30
Fox	3.	100.	3.45
Greeley	95.5	1150.	40.25
Connors	25.	120.	4.20
Weston	1000.	2000.	52.00
Weston adjacent Bubble Pond	200.	600.	15.60
Livingston	<u>60.</u>	<u>1000.</u>	<u>26.00</u>
	1392.16	5970.	172.00

The bare fee in the above lots are held by the reservations, rights having been granted to the Water Company. The property therefore should be taxed to the Water Company for its full value.

C. C. Morrison (Sargent Mtn. Lot)	\$2500.
C.C. Morrison (Bubble Pond Lot)	
F. O. Alley, 5 cords wood for 10 yrs. from Apr. 22, 1913 (40 cds) Est.	120.
Connors Heirs, 40 cds. wood for 10 yrs. from Jan. 30, 1913	
A.E. Connors, $\frac{1}{2}$ of Beech Grove in 5 yrs. from Jan. 19, 1913	
A.E. Connors, $\frac{1}{2}$ Lot about 50 A.	
W.M. Roberts (Burr Lot) about 100 a	
W.M. Roberts (R.R. Lot)	
Rodick Realty Company	
R.H. Kittredge (Hadlock Lot) 26.3 A. Con. \$526 288-166 Est.	3000.
R.H. Kittredge (Way from above to lake)	
George B. Dorr's expenses	
Legal expenses, estimated	1000.

Brady & Lynam

Attorneys and
Counselors

E. B. Brady

A. H. Lynam

Bar Harbor, Maine, May 19, 1916.

George B. Dorr, Esq.,
Somerset Club, Beacon Street,
Boston, Mass.

Dear Mr. Dorr:

This letter is to advise you what has been done with the various interests in the land examined and certified that were outstanding at the date of our abstract.

J. F. Parkhurst. Have obtained deed from heirs.

J. W. Patten. Have received deed from residuary legatee.

John J. Carr, John E. Booth, Samuel Gilpatrick, Enoch Spurling, William Hobbs, Aaron Wasgatt and Andrew H. Hall.

In case of each of the above, from Carr to Hall inclusive, we have begun equitable suits; have obtained preliminary decrees and expect final decrees to be signed and recorded on May 27th disposing of these outstanding interests.

Charles W. Kittredge. This was a mortgage from one Dunton. We have had an administrator appointed for Kittredge and had the administrator discharge the mortgage.

John L. Crosby and Edwin G. Wyman, Trustees. We have obtained a deed from Mr. Wyman, the surviving trustee.

Small lots conveyed by Eastern Shore Land Company. We are so drawing the lines that these small lots will not be included within the property transferred to the Government.

Bar Harbor Water Company, Seal Harbor Water Supply Company and Northeast Harbor Water Company. In each of these cases votes have been drafted, also deeds of release, and the same forwarded to

Deasy & Lynam
Attorneys and
Counselors

E. B. Deasy
A. H. Lynam

Bar Harbor, Maine, May 19, 1916.

G.B.D. #2-

the companies.

Guy E. Torrey. Certain of the property is held by Mr. Torrey in trust for the Bar Harbor Water Company. He will give a release when directed by Bar Harbor Water Company vote. Such vote has been drafted and sent to the company.

Town of Mount Desert. This right was under a tax deed. The town had given a release. Release was not properly authorized by vote. We have had a vote passed ratifying the deed.

William A. Farnsworth. Mortgage to Hall assigned to Farnsworth et als. Not fully disposed of, but we think of no practical importance.

Lucy A. Sargent. This party received a deed and made no conveyance, but her grantor apparently had no title. This is of no importance.

George B. Dorr. Flowage rights will be released if required.

George L. Stebbins and Thomas A. McIntire. Restrictions upon land within five hundred feet of Jordan's Pond. These restrictions should be released.

John Thelburg. Dower interest in very small fraction if he survives his wife. We have been unable to get in touch with this party.

Abbie Brewer. Dower interest in very small fraction, contingent upon survival of her husband, Frank L. Brewer, We expect

Beasy & Lynam

Attorneys and
Counselors

E. B. Beasy

A. H. Lynam

Bar Harbor, Maine, May 19, 1916.

G.B.D. #3-

to obtain a release of this interest.

Joseph Burr, Morrell Burr, Robert Burr and Benjamin Burr,
Children, and Jeannette Burr, widow, of Joseph Burr, deceased.

Fifteen five hundred and twelfths of ninety acres. We
have tried to reach these parties and to obtain a release but
have been unable to do so.

Yours truly
Harry Lynam

Deasy & Lynam

Attorneys and
Counselors

E. B. Deasy

A. W. Lynam

Bar Harbor, Maine, November 11, 1915.

George B. Dorr, Esq.,
Bar Harbor, Maine.

Dear Mr. Dorr:-

At your request, in behalf of the Hancock County Trustees of Public Reservations, we examined the title to twenty lots of land lying near Eagle Lake, Turtle Lake and Jordans Pond, in the towns of Eden and Mount Desert, Hancock County, Maine. We submitted a complete abstract in three volumes showing all deeds, together also with a summary of the abstract and our opinion respecting the title. Our opinion is to the effect that the title is good except for certain specified defects. These defects are numerous and at first sight appeared formidable but we think that most of them and probably all are either harmless or curable.

At your request we are undertaking to cure, either by obtaining further conveyances or by equitable process, such defects as seem liable to present obstacles to acceptance by the Government for a public park or reservation.

The following is a summary of all the defects, listing under separate heads such as are innocuous and such as need to be made good if practicable by deeds or court decrees.

An illustrative sketch, copied from the abstract, accompanies this letter showing the location of the various lots referred to.

DEFECTS WHICH ARE HARMLESS BECAUSE CONSISTING OF INTERESTS OUTSTANDING IN PERSONS AND CORPORATIONS WHO ARE IN HARMONY WITH THE TRUSTEES OF PUBLIC RESERVATIONS AND WHO ARE READY TO COOPERATE WITH IT SO FAR AS PRACTICABLE.

The Bar Harbor Water Company, Northeast Harbor Water Company

Brady & Lynam

Attorneys and
Counselors

E. B. Brady

A. H. Lynam

Bar Harbor, Maine, November 11, 1915

G.B.D. #2

and Seal Harbor Water Supply Company have rights in and have the benefit of restrictions upon certain of the lands lying in the water sheds of Eagle Lake, Jordans Pond and Hadlock Pond.

DEFECTS WHICH ARE HARMLESS BECAUSE RELATING TO PARCELS OUTSIDE THE AREA OFFERED AS A GOVERNMENT RESERVATION.

A corporation called the Mount Desert & Eastern Shore Land Company formerly owned lots seventeen and eighteen. This corporation divided certain of its property, lying to the south of Bubble Pond, into small lots, recorded a plan showing lots and ways, and sold and conveyed certain of these lots. Some of them have been repurchased and the title brought back into the Trustees of Public Reservations. These outstanding parcels and ways appurtenant to them lie outside the area intended to be offered for a Government Reservation. All these outstanding parcels combined do not include more than twenty or twenty-five acres.

DEFECTS WHICH FOR OTHER REASONS ARE UNIMPORTANT.

The owners of some parts of the property have died without conveying and the title is derived through deeds from heirs. In the cases of six of these deceased owners no administration appears to have been taken out so far as the records in this county show, i. e., Charles Goodwin, Charles D. Chapman, Eben Dunton, J. Wesley Kimball, Charles S. Ingalls and Ella A. Norton. The only effect of this omission is to leave the property subject to possible claims of creditors in case of a deficiency of personal assets. Inasmuch

Brady & Lynam

Attorneys and
Counselors

E. W. Brady

A. H. Lynam

Bar Harbor, Maine, November 11, 1915

G.B.D. #3-

as most of these owners died more than twenty years ago and as administration, except under certain exceptional circumstances, cannot be taken out after twenty years we regard this omission as practically negligible.

DEFECT WHICH WE ARE UNDERTAKING TO HAVE CURED BY VOTE.

Lot No. 17 was sold for taxes and bought at such sale by the Town of Mount Desert. The municipal officers of the Town in 1910 released the title thus acquired to George L. Stebbins, under whom the Hancock County Trustees of Public Reservations claims title. The municipal officers, however, have no power to convey land owned by the Town unless authorized by vote at a town meeting. Such a vote was passed in 1908. We think that this vote gave authority only to the municipal officers of that year and that officers elected two years later when they gave the deed were not sufficiently authorized to do so. We are undertaking to obtain a new vote at the next annual meeting to be held in March 1916 ratifying the deed.

DEFECTS WHICH WE ARE ATTEMPTING TO CURE THROUGH FURTHER DEEDS.

One Joseph Baker, now deceased, formerly held a small interest in Lot No. 5. His interest was 15/512 parts. He died without conveying his interest, leaving as his heirs a widow and four children, three of whom are minors. We are undertaking to obtain a deed from the widow and heirs releasing this small interest.

Elizabeth Burr Thelberg owned a small interest in Lot No. 5. She joined with others in a deed of Lot No. 5 running to William M.

Brady & Lynam
Attorneys and
Counselors

E. B. Brady
A. M. Lynam

Bar Harbor, Maine, November 11, 1915

G.B.D. #4-

Roberts, under which deed the Hancock County Trustees of Public Reservations claims title. Her husband did not join with his wife to release his marital interest.

The same applies to the wife of Frank L. Brewer who formerly owned a small portion of Lot No. 12. Lot No. 12 is held by the Trustees of Public Reservations under a deed of full warranty from the Rodick Realty Company. The interest of the husband of Mrs. Thelberg and of the wife of Mr. Brewer is very small and is contingent upon their survival of their wife and husband respectively. We are attempting to obtain deeds releasing these interests.

DEFECTS WHICH WE ARE UNDERTAKING TO HAVE CURED BY COURT DECREE.

Mortgage given in 1836 from William Bennett and Rufus Leighton to Samuel Gilpatrick.

Mortgage given in 1836 from William Bennett and Rufus Leighton to Enoch Spurling.

Mortgage given in 1838 from William Bennett to William Hobbs.

The three mortgages next above specified cover Lots 16 to 20 inclusive.

Mortgage given in 1852 from Randall S. Clark to John D. Gilmore.

Mortgage given in 1855 from Charles Goodwin and George M. Severance to Andrew H. Hall.

The two mortgages next above specified cover Lots 1 to 9.

Mortgage given in 1886 from Walter H. Danton to Charles W. Kittredge.

Brady & Lynam
Attorneys and
Counselors

E. B. Brady
A. W. Lynam

Bar Harbor, Maine, October 11, 1915

G.B.D. #5-

In 1828 Aaron Wasgatt received a deed vesting in him one-fifth to 20. of Lot Nos. 16. In 1830 he conveyed one-eighth of the same. Under this deed the Hancock County Trustees of Public Reservations claims title. The record title to three-fortieths was left in him.

The record title to one-thirty-second of Lots 1, 2, 3, and 4 and Lots 6 and 7 is vested in the heirs of John J. Carr. The record title to three-thirty-seconds of the same lot was formerly vested in J. F. Parkhurst and J. W. Patten who do not appear to have conveyed.

In 1883 Lucy A. Sargent received deeds of an interest in Lot No. 6 and no conveyance appears from her.

In 1883 the Green Mountain Railway Company received title to a strip of land six rods wide crossing part of Lot No. 11. This corporation mortgaged the same to Crosby and Wyman, Trustees. The latter foreclosed their mortgage in 1895. The various parties holding the mortgages, titles, and rights specified under the last head have had no occupation and made no claim to the property for many years. We are beginning proceedings for the purpose of endeavoring to obtain court decrees that all such rights and interests have lapsed and been barred by time and possession. In the case of Crosby and Wyman we are doubtful as to the result. In the other cases we think the prospect of obtaining decrees such as we seek is very good.

Very truly yours,

Brady & Lynam

EDWARD B. MEARS.
COUNSELLOR AT LAW,
BAR HARBOR, MAINE.

202 South 15th Street, Philadelphia, Pa.,

December 28, 1916.

George B. Dorr, Esq.,
Bar Harbor,
Maine.

Dear Mr. Dorr:-

Enclosed you will find the agreement in duplicate, signed by the owners of the western half of Robinson Mountain.

Please sign both copies and return them to me. One I will keep for you, the other I will send to Mr. Hamlin, who represents the owners of the property.

Can you tell me if Mr. Lord has completed his survey for this property? He told me he was to start on the work December 13th and finish it up, but I have heard nothing from him. Please look into the matter and let me know when to expect the survey.

Yours truly,

E. B. Mear.

EBM/M

JOHN A. PETERS
COUNSELOR AT LAW
JOHN F. KNOWLTON
COUNSELOR AT LAW

PETERS & KNOWLTON

OFFICES AT
ELLSWORTH AND
BAR HARBOR

Ellsworth, Me.,

April 24, 1911.

Mr. George B. Dorr,
New York City,

Dear Mr. Dorr:-

I enclose you carbon copy of deed from William M. Roberts to me of the Eppes' lot at Halls Cove, which I hold in trust under the Agreement sent you to be signed.

I also enclose memorandum of bill in this same connection as you may want to keep it separate from any other affairs.

In explanation of the bill, I would say that the Bank requires a certificate from an Attorney that the title is good. This I was able to give without examination prior to last Fall as at that time the title was thoroughly examined. I simply had to examine it from last Fall, which was a small job and certify to it.

Yours truly,

Encs.,



JOHN A. PETERS
COUNSELOR AT LAW

PETERS & KNOWLTON

OFFICES AT
ELLSWORTH AND
BAR HARBOR

JOHN F. KNOWLTON
COUNSELOR AT LAW

Ellsworth, Me., April 18, 1911.

Mr. George B. Dorr,
New York City,

Dear Mr. Dorr:-

I have your letters.

Your plan to transfer the title of Roberts to me will work out all right, as I can hold the title first for security for this note and then upon payment to convey to you, your heirs or assigns.

I enclose copy of Quit-claim deed I have sent to Roberts to sign and copy of Declaration of Trust, which I will sign and mail you as soon as the title passes to me, which will be upon receipt of deed from Roberts and of this note signed by you.

I have made the note on four months, as that is our customary time in taking loans. The customary way would be to take the discount out of the principal of the note and if this is agreeable to you you can send us your check for the discount, as you would need to use the whole principal to pay Roberts, but if that is not convenient, or in accordance with your plans, add the words "with interest" to the note and I will have the whole amount available for you. You will, of course, send note back as soon as possible.

I have written Roberts that we will probably be able to close the last of this week.

I do not mean to limit the time of this note to four months. It can just as well be renewed at the end of that time, if necessary.

You need not sign the Trust Agreement; I send you the carbon copy for examination. I will sign two originals and send them to you the day the title passes.

Yours truly,

Encs.,



Ellsworth, Me., Nov. 1, 1910.

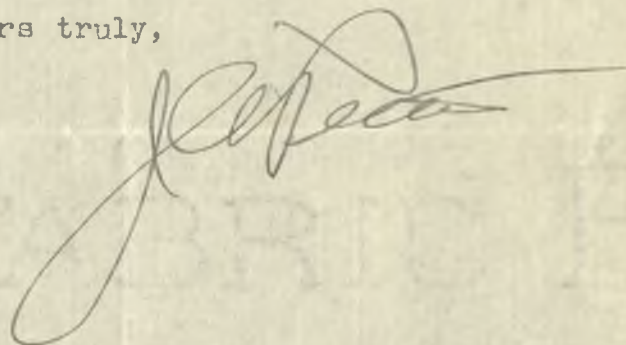
Mr. George B. Dorr,
Bar Harbor, Maine,

Dear sir:-

I have taken title to the Mount Desert and Eastern Shore Land Company property as described in copy of deed sent you and have paid Mr. Hamlin \$3000.00 and delivered to him the letter written you by Mr. Weston with an acknowledgement at the bottom signed by you, which letter was given for the purpose of avoiding any liability under the Massachusetts Statute. I have sent the deed for record and it will be back in a few days.

I am preparing a deed from Mr. Stebbins to you transferring the title to the balance of the Eden property.

Yours truly,

A handwritten signature in dark ink, appearing to read "J. A. Peters", with a large, sweeping flourish extending from the bottom of the signature.

(To be retained by grantors)

October 26, 1910.

Mr. George B. Dorr,
Eden, Maine,
and
Mr. George L. Stebbins,
Mount Desert, Maine.

Gentlemen:-

In connection with the examination of title to lands in Eden and Mount Desert included in description in my deeds to you respectively, dated this date, October 26, 1910, I call your attention to any mortgages, (whether appearing discharged or undischarged of record), noted in the memorandum hereto attached and to the mortgage from the Mount Desert and Eastern Shore Land Company to William Claf-
lin and Dustin Lancey, trustees, dated January 17, 1891, recorded in the Registry of Deeds for Hancock County, Maine, in Vol. 250, page 205, (not noted in said memorandum), that you or your counsel may make such examination thereof as to same or discharges thereof or fore-
closure proceedings thereunder as may seem desired.

Yours truly,

Clarence P. Weston

TELEPHONE BROAD 3823

NEW YORK, Jan 9, 1912

Dear Mr Don

We are all ready to pay in full
for that Hadlock lot & if you will execute
deed to me George L Stebbins of Seal Harbor
in the Town of Mt Desert. The & let me know
amount of note & interest I will take it up
as the Trust Co by sending them my check
if this seems the best way to you

Yours very sincerely

George L Stebbins

We have all but 2000 raised
& will trust to luck to get that

2-
to Eugene Hale and others, dated June 19, 1886 and recorded June 30, 1886 in Book 208, Page 25, of Hancock County, Maine, Registry of Deeds, to which deed express reference is hereby made for particular description of said lot so excepted from this deed.

Also excepting and reserving from the premises above described as conveyed a right of way for a carriage road over a strip of land three rods wide extending from the western line of the lot hereinabove described as conveyed to a stake near the corner of the old Mountain House upon the summit of Green Mountain, the center line of which said strip is particularly described in the deed from Elihu T. Hamor and John T. Carr to Charles H. Lewis, dated June 7, 1888, recorded June 20, 1888 in Book 229, Page 108, of said Registry of Deeds, which deed is expressly referred to for a particular description of said right of way herein excepted and reserved.

The premises hereinabove described as conveyed are the same described as conveyed in the deed from Elihu T. Hamor and John J. Carr to Charles H. Lewis, dated June 7, 1888 and recorded June 20, 1888 in Vol. 229, Page 108, of said Registry of Deeds and also the same described as conveyed in the deed from Charles H. Lewis to the Mount Desert and Eastern Shore Land Company, dated June 8, 1888, recorded June 20, 1888 in Vol. 229, Page 114, of said Registry of Deeds.

SECOND LOT:- A certain lot or parcel of land situated in what is known as the South West Valley, in the town of Eden, Hancock County, State of Maine, and bounded and described as follows, to wit:-

Lot numbered five, beginning at a point in the westerly side of Eagle Lake; thence south eighty-one degrees west three hundred and twenty rods, more or less, to the original town line; thence on said town line southeasterly to a point of intersection in the town line; thence easterly to the southwest corner of lot numbered four; thence by the dividing line between lots four and five to a point on the Little Bubble Mountain; thence east to a stake, the northeast corner of lot numbered four; thence easterly to the westerly shore of Eagle Lake; thence northerly by the shore of said Lake forty-six rods to the point of beginning, containing two hundred acres,

KNOW ALL MEN BY THESE PRESENTS

that I, CLARENCE P. WESTON, of Boston, Suffolk County, Massachusetts, in consideration of One Dollar and other valuable considerations, paid by GEORGE B. DORR, of Eden, Hancock County, Maine, the receipt of which is hereby acknowledged, do hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY and FOREVER QUIT-CLAIM unto the said George B. Dorr, and his heirs and assigns forever, certain lots or parcels of real estate all situated in the aforesaid town of Eden and particularly bounded and described as follows, to wit:-

FIRST LOT:- Beginning at a point on the east side of Eagle Lake at the mouth of a stream leading from Turtle Lake or Bubble Pond to said Eagle Lake; thence running southerly bounded westerly by said stream and said Turtle Lake to the north line of land conveyed to Chas. W. Lewis by W. E. Hadlock by deed, dated June 2, 1888, formerly a part of the Jordan lot, so called; thence running easterly by said north line bounded southerly by said land conveyed by Hadlock to the northeast corner thereof at land of Wellington and the southwest end of the old Gilmore and Brewer division line, so called; thence running northeasterly by said division line in a straight line over the mountain to land of heirs of Benjamin Ash, or the Ash lot, so called; thence running northerly in a straight line, bounded easterly by said Ash lot, to the southerly corner of what was formerly the Thomas Wasgatt lot, as shown and so designated on the old Peters' plan; thence running northwesterly bounded northeasterly by said Wasgatt lot to land of Roberts and others, being lot No. 56 on said plan; thence running southwesterly, bounded northwesterly by lots Nos. 56 and 57 as shown on said plan, to Eagle Lake; thence running southerly, bounded westerly by said Eagle Lake, to the point of beginning, containing one thousand acres, more or less, excepting and reserving from the premises above described a lot of five acres, more or less, at the Green Mountain Railway terminus, being the second lot described as conveyed in the deed from George N. Severance

3-
more or less, and being the same premises conveyed to Charles H. Lewis by Walter H. Dunton, by deed dated October 1, A. D. 1887, recorded in said Hancock Registry of Deeds, Book 223, Page 401; also being the same premises conveyed to the said Mount Desert and Eastern Shore Land Company by Charles H. Lewis, by deed dated June 2, 1888, and recorded in Vol. 228, Page 231, of said Registry.

THIRD LOT:- A certain lot or parcel of land situated in Eden, Hancock County, State of Maine, it being one-quarter part of lot number 44 on Peters' plan of the town of Eden, said quarter part lying between John McFarland's lot and John and Eben Peach's lot and contains forty acres, more or less, and is bounded as follows, to wit:-

Commencing at the northwest corner at a maple tree; thence south thirty-two degrees west on line of Richard H. Paine and others to a beech tree; thence southeasterly on John McFarland's line to a spruce tree; thence on the line of John Peach and Eben Peach direct to first bound, being the same premises conveyed to Charles H. Lewis by the Mount Desert and Eastern Shore Land Company, by deed dated May 29, A. D. 1888, and recorded in Hancock Registry of Deeds, Book 228, Page 185, to which deed reference is to be had for further description; also being the same premises conveyed to the said Mount Desert and Eastern Shore Land Company, by deed dated June 1, A. D. 1888, from the said Charles H. Lewis and recorded in Vol. 229, Page 19, of said Registry of Deeds.

The first lot hereinabove described as conveyed is the first lot described as conveyed in the Sheriff's deed, Mount Desert and Eastern Shore Land Company, by Sheriff, to Clarence P. Weston, dated June 21, 1897 and recorded August 9, 1897, in Vol. 315, Page 386, of the aforesaid Registry of Deeds. The second lot hereinabove described as conveyed is the second lot described as conveyed in said Sheriff's deed. The third lot hereinabove described as conveyed is the third lot described as conveyed in said Sheriff's deed, which is also hereby expressly referred to.

All the property hereinabove described as conveyed is expressly conveyed subject to all taxes that have been up to this date assessed upon the same or any part thereof and subject to all outstanding tax liens, or tax deeds affecting any part of the same and the grantee by the acceptance of this deed assumes all said taxes and tax liens and agrees to fully indemnify in all respects the grantor therefrom.

T O H A V E A N D T O H O L D the aforegranted and bargained property, together with all the privileges and appurtenances thereunto belonging, to him the said George B. Dorr, and his heirs and assigns, to their use and behoof forever.

AND I do COVENANT with the said grantee, and his heirs and assigns, that I will WARRANT and FOREVER DEFEND the premises to him the said grantee, and his heirs and assigns, against the lawful claims and demands of all persons claiming by, through or under me, except taxes, tax liens and tax deeds as above mentioned.

AND for the same consideration aforesaid I, Weston, wife of the said Clarence P. Weston, hereby release to the grantee, and his heirs and assigns, all my rights of dower, rights by descent and all other title in the premises hereinabove described as conveyed.

IN WITNESS WHEREOF, we, the said Clarence P. Weston and

Weston, have hereunto set our hands and seals this
day of September in the year of our Lord nineteen
hundred and ten.

Signed, sealed and delivered
in presence of

5-
STATE OF MAINE,

HANCOCK SS.

September 1910.

Personally appeared the above named Clarence P. Weston and acknowledged the above instrument, by him signed, to be his free act and deed,

Before me,

HANCOCK COUNTY TRUSTEES OF PUBLIC RESERVATIONS.

Treasurer's Report September 1st 1916.

Receipts.

1915			
Aug. 18	Balance on hand	1621.94	
Oct. 4	Homans bequest deposited in B.H.B. & T. Co. on Certificates of Deposit	3000.00	
1916			
June 23	Interest on Certificates of Deposit	30.76	
Aug. 8	" " " " "	13.70	
Aug. 25	From Mrs. J. J. Higginson check sent to Pres. Eliot to be used for purchase of land in accordance with his judgment	1000.00	
	Total receipts		5666.40

Payments.

1915				
Aug. 19	Legal services, Deasy & Lynam	184.18		
Oct. 21	Purchase of 30 acres on shore of Jordan Pond "Candage" lot paid Seal Harbor Water Supply Co.	1300.00		
1916				
June 23	Homans path, A. E. Liscomb	985.03		
	E. G. Lord	43.30	1028.33	
	Clearing Homans land		58.50	
Aug. 8	Land purchase paid George B. Dorr	1000.00		
11	Homans path A. E. Liscomb	215.15		
	E. G. Lord	28.71	243.86	
	Clearing Homans land		58.37	3873.24
	Balance on hand Sept. 1, 1916			1793.16
	On certificate of deposit with the Bar Harbor Banking & Trust Co.			

George L. Stebbins,
Treasurer.

COPY.

Description from deed from Roderick McDonald to H. E. Hamlin dated September 1892, and recorded in Hancock County Registry of Deeds November 12, 1892 in Book 268, Page 65.

One twelfth ($1/12$) part in common and undivided of a certain lot or parcel of land situated in the town of Eden, County and State aforesaid, bounded and described as follows, to wit:

Beginning at a birch tree the northeast corner bound of Lot No. 83 marked "B"; thence south $84^{\circ} 45'$ west, by land of Samuel Hadley, fifty-eight (58) rods to the brook; thence northerly one hundred and sixty-nine rods to a stake by the brook; thence north 84° east thirty eight and one-half ($38\frac{1}{2}$) rods by line of land of E. Stanley, now or formerly, to a cedar stake; thence south $5^{\circ} 15'$ east one hundred and fifty-six (156) rods to the place of beginning, containing forty-six (46) acres and eighty (80) square rods.

Being the same premises conveyed by Stephen L. Kingsley to Everard H. Greely et als. by deed dated Sept. 2nd A. D. 1886 and recorded in the Registry of Deeds for Hancock County, Maine, in Vol. 207, Page 424.

TO GEORGE B. DONR AND GEORGE L. STEBBINS:-

You are hereby notified as grantees in deeds from me, dated October 1910, of certain parcels of land in Eden and Mount Desert, in Hancock County, that the said land so released to you is subject to the following mortgages, which appear of record, to wit:-

Randall S. Clark to John D. Gilmore, dated November 9, 1852, recorded in Hancock Registry, Book 95, Page 31; mortgage Goodwin and Severance to Andrew H. Hall, dated January 9, 1855, Book 99, Page 370; mortgage William Bennett et al., to Samuel Gilpatrick, dated June 7, 1836, Book 63, Page 160; mortgage William Bennett et al., to Enoch Spurling, dated June 7, 1836, Book 63, Page 344; mortgage William Bennett to William Hobbs, dated November 7, 1838, Book 66, Page 142; mortgage Edward Brewer to John D. Gilmore, dated March 24, 1847, Book 80, Page 468; mortgage W. S. Wilson et al., to Henry Howard et al., dated October 30, 1871, Book 141, Page 140; mortgage Isaac R. Clark to D. R. Stockwell, dated November 27, 1872, Book 144, Page 22; mortgage Hiram Dunton to Isaac R. Clark, dated November 8, 1873, Book 146, Page 293; mortgage Walter H. Dunton to Charles W. Kirtidge, dated May 12, 1886, Book 206, Page 55.

I have no information about the different mortgages, except that they appear of record apparently not properly discharged.

The property released is included in the mortgage from Mount Desert and Eastern Shore Land Company to William Claflin and Dustin Lancey, Trustees, dated January 17, 1891, recorded in said Registry Book 250, Page 206.

I understand that foreclosure proceedings of said mortgage have been had and that the same is not discharged. The William Claflin named therein is the same person who was defendant in the real action brought by me, judgment in which was rendered at the October Term 1903 of the Supreme Judicial Court for Hancock County, Maine, judgment being recorded in Volume 40, Page 10, of the records in the Clerk of Courts office.

My title to said property is based partly on an attachment against said Company claimed by me to have been made the day before the authorization by the stockholders of that Company of said mortgage, but I make no guaranty or warranty of any kind and simply point out the record

of these and other mortgages mentioned so that they may be examined by you
if deemed necessary.

Yours truly,

Deasy & Lynam
Attorneys and
Counselors

L. B. Deasy
A. H. Lynam

Bar Harbor, Maine, March 24, 1911.

George B. Dorr Esq.,
18 Commonwealth Ave.,
Boston, Mass.

Dear Mr. Dorr:

At the request of Mr. Fred C. Lynam we have drafted and herewith enclose two quit-claim deeds from you to the Hancock County Trustees of Public Reservations, of the Greeley and Moran, How, Fox, Conners and Livingston lots. We have also prepared and have ready for delivery deed taken in the name of Mr. Lynam of the Brewer and Bowen lots. Mr. Fred Lynam's object is to have this property transferred before the first of April in order to avoid assessment and payment of taxes.

We also want to call your attention to the fact that if any of the Mount Desert and Eastern Shore Land Co., is held in your name on the first April, you will be liable to a tax thereon.

Yours very truly,

Deasy & Lynam

After 5 days, return to
BAR HARBOR BANKING & TRUST CO.,
BAR HARBOR, MAINE.



*Keep for
Memorandum*

Public Register George B. Dorr, Esq.,
Bar Harbor, Me.



Bar Harbor Banking & Trust Co.
Mt. Desert Block

L. B. Deasy, President
W. H. Davis, Vice President
Fred C. Lynam, Treasurer
Vernon G. Wasgatt, Ass't Treas.

Capital, \$50,000.00

Surplus, \$125,000.00

Bar Harbor, Maine, Sept. 17, 1912.

George B. Dorr, Esq.,

Bar Harbor, Me.

Dear Sir:-

We enclose your \$1500 note dated October 26, 1911
marked paid having received from Mr. George L. Stebbins a check
in payment.

Yours truly,



Ass't. Treas.

153250



Bar Harbor, Me., Oct 26 1911

Six Months after date I promise to pay

to the order of the Bar Harbor Banking and Trust Co.,

Fifteen Hundred Dollars

at the Bar Harbor Banking and Trust Co. Value Received

No. 764 With interest at 5% 371.00

Due April 16 George B. West

Acres		Value	Rate	Tax
85	on Summit of Green Mountain, bought of D. W. Brewer Estate in 1908 - Rocky - no soil - no timber or wood	\$ 225.	.026	5.85
645	adjacent summit Green Mountain and including Dry Mountain, bought of Rodick Realty Company in 1909 Rocky and barren in most parts - a little wood and timber, some low level land, most of which has been put back into taxation and mountainous land acquired in its place.	2258.	.029	65.48
130½	Picket and Newport Mountain, bought of Rodick Realty Company in 1909 Rocky and barren in most parts-little wood and lumber of value.	522.	. 029	15.13
50	Newport Mountain gift of R. E. Brunnow of Princeton in 1912. Rocky, barren very little soil (120 ft. Ele) Estimated at 50 acres based upon same value as in Picket and Newport above. No value wood or lumber	200.	.026	5.20
50	Beehive Mountain acquired of Mrs. Homans in 1908. Mrs. Homans is still taxed for all land taxed to her prior to this sale. A part only was sold. Estimated 50 acres.	200.	.026	5.20
39	on Beehive mountain acquired of Mrs. Homans in 1908. Still taxed to Mrs. Homans in large tract. The tax on Picket & Newport was \$4. per acre taking this valuation	156.	.026	4.05
40	on McFarlands mountain bought of Weston in 1910. Rocky some timber and wood (Taxed in 1912)	120.	.026	3.12

104.03