

A REPORT ON INDIAN TOWNSHIP  
PASSAMAQUODDY TRIBAL LANDS IN  
THE VICINITY OF PRINCETON, MAINE

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1971

## Introduction to 1971 Printing

Over two years have passed since I completed the research work for this report and during those years first one thing and then another prevented its final completion and printing. The main credit for the final preparation and printing goes to the Division of Indian Services of the Catholic Diocese of Portland and the American Civil Liberties Union of Maine. The Diocese provided general assistance from its office staff headed by Louis Doyle and particular thanks is due to Erlene Paul of Indian Island who did a really excellent job of typing more than 50 stencils of title abstracts, by their nature a real nuisance to type. The American Civil Liberties Union contributed greatly by undertaking to print the report which will come to some 130 pages. Finally another excellent typist must be thanked and that is Edward Hinckley former Commissioner of Indian Affairs who also did up some 50 stencils

It is my feeling that this report is more timely than ever. The Indian land problems have still not been resolved, but more and more concern is being expressed by Indians and non-Indians that something be done. Hopefully the appearance of this report at this time will help lead to some definite action whether in or out of the courts.

Further research on Indian lands and trust funds remains to be done. The material, I believe, is available and it is my hope that this report will stimulate someone to undertake the necessary work.

Finally, the basic reason for doing this report in the first place is to help the Maine Indians to obtain the security that comes from a clear title to their traditional lands. American Indians have rarely had much of a feeling of security or peace of mind for several hundred years now and it is about time that situation were changed.

Tony Kaliss  
Bangor, Maine  
April, 1971

I take responsibility for any factual mistakes due to poor research or bad proofreading. In any case I would appreciate having any such errors as well as further facts discovered brought to my attention. Please write to me at 20 Autumn St., Bangor, Maine or notify the Department of Indian Affairs, Augusta, Maine.

## Introduction

Land has always been the Indians' most valuable possession. It has provided the base for his existence, his religion and his society. Today what little land the Indians possess continues to serve at least as a Tribal center to which individuals can relate and thus maintain a sense of identity in an alien world which all too often has tried to take from him everything he possesses including that identity.

The Indians of Maine, like those in the rest of the United States and Canada, have had continuous land problems ever since the Europeans decided that by discovery they had a right to claim title. Until very recently, no attempts have been made in Maine to conduct an in-depth study of the Indian lands, a study which would have as its aim the clearing up of the many uncertainties which so long as they exist provide barriers, real and psychological, to development of the Reservations.

This report deals with only part of the Passamaquoddy lands and not at all with those belonging to the Penobscots. It is hoped that the material contained in this report will contribute to resolving some of the many questions of title that have arisen in the 175 years since the Treaty of 1794. It is also hoped that this report will encourage the settlement of title questions on the rest of the Indian lands in our State.

The report is divided into a text and an appendix. The appendix, which is available, contains title abstracts, bibliography, and copies of the laws and reports mentioned in the text.

Most of the research for this report was conducted in the summer of 1968. Much thanks is due to Commissioner Hinckley for making it possible for me to spend the necessary time at the Registry of Deeds in Machias and to the Staff of the Department who also spent a good deal of time typing and proofreading the finished product.

The Passamaquoddy Indian Reservations in Washington County were conveyed to that Tribe by the Treaty of 1794 between them and the Commonwealth of Massachusetts. This Treaty ratified by Massachusetts in 1795 and recorded in the Land Records of Washington County, conveyed lands in what is now Washington County. They are Pleasant Point, fifteen Islands in the Schoodic (St. Croix) River, Indian Township, Pine Island, Nemcass Point and Lire's Island.

This report concerns itself with Indian Township, Pine Island, and Nemcass Point.\* The latter two lie just over the western boundary of Indian Township in what was then known only as Township 3 Range 2.

The main reason for concentration on these areas is that much controversy and uncertainty recently has arisen as to the status and origin of the so-called "alienated lands" on Indian Township. Also, Indian Township, Pine Island and Nemcass Point, unlike the St. Croix Islands and Pleasant Point, were not subject to or affected by prior grants to non-Indians. In the case of the St. Croix Islands, a Maine Supreme Court Decision of 1874 upheld the claim of Granger to one of the Islands on the basis that he owned the river banks on both sides. There has been no ruling on the other 14. Pleasant Point was part of land owned by one John Frost and was purchased from him by the Commonwealth. Thus both the Islands and Pleasant Point represent a somewhat different title problem.

#### LOCATION OF LANDS AND GENERAL STATUS OF INDIANS' TITLE

There is little doubt about the general location of Indian Township, Pine Island and Nemcass Point. In 1794, the Commonwealth assigned Samuel Titcomb to survey the area and lay out several Townships and in particular, Indian Township (T2R1), Pine Island and Nemcass Point.

However, there appear to be differences in the exact descriptions of the boundaries of Nemcass Point and Indian Township. Various descriptions can be found and are detailed in the appendix. These differences seem to be due to

\*Lire's Island apparently was flooded by later dam construction.

the quality of various surveys rather than to any questions of the status of the lands as parts of the Reservation described in the Treaty of 1794.

Pine Island is clearly shown on Titcomb's map as lying directly to the west of Nemcass Point. However, maps of the area going back as far as 1881 do not show a Pine Island but rather a Taylor's Island in that same location. An examination of later deeds strongly indicates that the two are the same, but this is not yet conclusively proved.

The status of the Indian title to Indian Township, Pine Island and Nemcass Point, as seen by Massachusetts and Maine can be summed up briefly and unambiguously from an examination of various laws, resolves and reports. In all places where the question of Indian title arises or is mentioned, the words "belongs", "owned by", "conveyed to", "their lands", are always used. There are no qualifications attached excepting in one of the Massachusetts resolves authorizing the negotiation of the Treaty of 1794 which says, "provided nevertheless that the lands so to be assigned (to the Tribe) shall be reserved for the use and improvement of the Indians aforesaid and that the said Indians either in whole or in part shall not have power to alienate or dispose of the lands which may be so assigned or any part thereof - and all conveyances of the lands aforesaid by any Indian or Indians shall be null and void." Nor are there any references to a trust status of the lands. What is unclear is why the State of Maine felt it could take unto itself the right to lease or sell Indian lands. It may be that the State felt it had a trust or guardian relationship of some kind to the Indians but this is nowhere mentioned, described, or set up in any law or resolve.

#### THE PROCESS OF ALIENATION

Today, roughly 8,100 acres of the approximately 23,200 acres granted which comprise Indian Township, Nemcass Point, and Pine Island, have been alienated to non-Indians.

The first step in this direction was a Resolve in 1832 which authorized

the sale of lots for actual settlement to non-Indians. No sale was to be made without the consent of the Indians.

In 1836 a Resolve was passed authorizing the State Public Land agent to sell all of Indian Township, said Township "belonging to the Passamaquoddy Tribe." There was no provision for Indian consent. This Resolve was repealed the next year and no sales appear to have been made under this Resolve or the one above mentioned.

Then, in 1854, the Legislature directed the Agent of the Passamaquoddy Tribe of Indians to see if the conditions of the Treaty of 1794 had been fulfilled and if the said Tribe had been placed in possession of all the land and Islands "guaranteed to them". In his report made to the following Legislature the Agent stated that the Indians had "always peaceably occupied all the lands" conveyed to them by the treaty of 1794 with the exceptions of Nemcass Point, Pine Island and the Schoodic River Islands. Of Nemcass Point and Pine Island he states that they are not presently occupied but "there is no propriety in questioning the Indian Title to either."\*

The Legislature then resolved to see that an equitable compensation was paid for any land or Islands "as may prove not to have been legally conveyed to or placed in possession of said Tribe by..." Massachusetts.

The first law or Resolve authorizing the conveyance of Indian lands to non-Indians, which resulted in an actual transfer, is a Resolve of 1860 authorizing the conveyance of a mile strip off the eastern side of Indian Township to anyone who shall build a good turnpike road across said Township along the valley of Tomah Stream..." In 1862 the State Governor and Council made the conveyance to William Todd of St. Stephen, New Brunswick. Today the Mile Strip, as it is called, represents the largest single holding on the Indian Township by the Georgia-Pacific Paper Company.

The next lots to be claimed by non-Indians are what can be called the

\* Emphasis in the original

Dana Survey lots or what are known today as the alienated lots, although that term could be applied as well to the Mile Strip and Nemcass Point.

William Dana was authorized by a Resolve in 1863 to survey lots 100 acres more or less in size, on both sides of the Houlton Road from the south to the north borders of Indian Township. Since the south end was already occupied by Indians, the rectangular lots actually begin a few hundred feet north of the north line of the so-called Lewy farm, which is discussed below.

It is interesting to note that the instructions to the surveyor, written by Hiram Chapman, State Land Agent, direct him to lay out lots of 160 acres more or less. Dana made his survey in 1863. Of the 52 lots laid out, only 17 were actually alienated and these all in the period from 1884 to 1892, although the Resolve has never been repealed.

The lot known as Captain Lewy's Farm is next in order for discussion, due to his death in 1867 or 1868. Captain Lewy\* is a well-known, almost legendary figure to the non-Indians in Princeton as well as to the Indians themselves. He was a Passamaquoddy Indian who apparently came up the St. Croix River in the 1820's and settled on an island in the West Branch of the St. Croix, at Princeton. He was a very active and able person of many talents and participated in the Indian and non-Indian life in the area. The island became known as Lewy's Island and the non-Indian settlement at what is now Princeton was known by the same name. It seems he was called at first by one name, Louis, which became Lewy to the English settlers. In the 1850's he became the pilot of the first steam boat to operate on the lakes in the area, and thus gained the title of "Captain."

Some years prior to his death, the island was flooded by mill dams built by the inhabitants of Princeton. He then moved to the mainland of Indian Township and laid out a farm. When he died, he was well enough known that the State saw fit to step in and administer his estate. In 1868 a Resolve was

\* Most of the above on Captain Lewy is taken from Bruce W. Belmore's Early Princeton, Maine. 1945.

passed setting up a three-man commission to decide upon the claims of his heirs. In 1871 a further Resolve based on the commissioners' report authorized the heirs to lease their shares to anyone, subject to the approval of the State Governor and Council.

The original Captain Lewy Farm appears to have been roughly 220 acres in size. With the exception of the present Princeton "Strip," which is occupied by Indians, all of it - except three lots - was eventually leased, granted or sold to non-Indians during the period 1871 to 1887.

In 1887 the Legislature gave the State Governor and Council the right to sell or lease the "whole or any part of the Indian Township." This law was repealed in 1951 and at the present time there are no public laws authorizing the lease or sale of Indian lands, although timber, grass and boom-hitching rights may still be leased.

The last parcel of land alienated was a large area on Indian Township sold to the St. Croix Paper Company in 1913 for flowage to be created by the building of the Grand Falls Dam. The deed cites the 1887 law as authorization for sale. The Company was also to have the islands that would be created by the flowage. It should be noted that since 1913 there have been a number of easements made for power and telephone lines and highways. There are questions that can be raised as to the authorizations for these easements and about the nature of the easements themselves.

Nemcass Point was again surveyed and "set off" to the Indians pursuant to a Council Order of 1855. In 1889, a non-Indian obtained a warranty deed from an Indian (Peol Tomer) living on Nemcass Point. He had been a tribal governor and since that time it has been known as Governor's Point, and will be referred to by that name in the rest of this report. A year later the State of Maine conveyed this same land to the same non-Indian. It is interesting to note that this man, a prominent citizen of Princeton, was one of the commissioners that settled the Lewy estate and who also obtained other lands on Indian Township.

As mentioned earlier, it is not yet conclusively proved that Pine Island and Taylor's Island are one and the same, though the locations seem to be identical. However, in a conversation with one of the tax assessors of Grand Lake Stream Plantation, he was unable to recall Taylor's Island once having been named Pine Island. Tracing its history was further complicated by the fact that it is unoccupied and the assessor was not sure if it was a part of Grand Lake Stream Plantation. In a sense he is right, since the original grant by the Commonwealth of Massachusetts of Township 3 - Range 1 to Samuel Hinckley specifically excepted Pine Island and Governor's Point from the grant. Later deeds indicate that the exception was simply left out and then reappeared, mentioning only Governor's Point.

#### NATURE OF THE TITLE CONVEYED TO NON-INDIANS

##### The Mile Strip

"The State of Maine does give, grant, bargain, sell and convey a one mile strip off the eastern side of Indian Township;" so says the deed to William Todd. Also the State made very clear in the deed and in the authorizing Resolve of 1860 that "the parties who take the conveyance of said land receive of the State a title without guaranty expressed or implied...."

##### Dana Survey or Alienated Lots

Of the 17 lots which actually were alienated, 11 represent 999-year leases from the State to the grantee, and his heirs and assigns. There was an initial payment of \$1.00 an acre and no annual rent.

The other 6 were either granted or sold outright by the State. Two lots were granted to two men, father and son, in full payment for their actions as agents in the disposal of the Indian lands. The others were sold. In both cases the language of conveyance is "give, grant, bargain, sell and convey". Three of the lots have the additional phrase "all the State's rights in and title to" added to the conveyances.

### Captain Lewy Farm Lots

With four exceptions, all these lots were leased by the Indian heirs of Captain Lewy by 999-year leases. The exceptions are a sale directly by the State, and warranty deeds from Indians. There are two lots located between the north line of the Lewy Farm and the southernmost lots of the Dana Survey. One was sold by the State of Maine; the other was transferred by warranty deed from Indian to non-Indian ownership.

### Governor's Point (Nemcass Point)

The entire area granted to the Indians on Governor's Point was sold by warranty deed from an Indian to a non-Indian in 1889. The following year the State sold the same land to the same non-Indian.

### Pine Island

With the exception of lots in and around Grand Lake Stream Village, Hinckley township has passed as a whole from one owner to another. In the course of these transfers the exception of Pine Island and Governor's Point written into the original deed from Massachusetts was omitted and the grantee thus obtained Pine Island. Since neither Maine or Massachusetts ever altered the terms of the original grant it must be concluded that Pine Island is still held by the Massamaquoddies.

### QUESTIONS

Many legal questions arise from the above-described transfers. Whatever their merits the lease and sale of Indian lands have been a continuing sore point with the Indians, leaving them more than a little suspicious of the State's professed concern for them.

It is to the credit of the Indians that in 1885 they made a forceful protest to the State on this matter, "they claim that the treaties with them have been broken in this, that their lands have been taken, and sold or leased..." A committee was appointed by the Legislature to investigate this petition, and reported back in 1886 (the following year) to the effect that since what the State

was doing for the Indians was for their own good, they had no moral right to protest. The following year a representative of the Tribe made a long speech to the Legislature in reply to the report and restated the Tribe's position.

It should be noted that the 1885 protest was very timely in that this was the most active period of sales and leases of Indian land. It should also be noted that the Agent for the Tribe protested as well in his reports for the years 1880 to 1886 and that he was replaced in the latter year for reasons I was not able to determine. To my knowledge there have been no tests to date in the Legislature or the courts of the propriety of the selling and leasing of these lands.

The basic questions that come to mind are as follows:

1. What right did the State have to sell or grant Indian lands (with or without Indian consent) which are acknowledged to belong to the Indians?
2. What right did the State have to lease Indian lands, with or without the Indians' consent?
3. What right did Captain Lewy, a Passamaquoddy Indian, have to own part of the Reservation since individual allotments have never been made on Indian Township?
4. Even if Captain Lewy had an individual allotment, what right did the State have to allow his heirs to dispose of it?
5. Is a 999-year lease legal or equitable in the Indians' interest?
6. If the leases or sales were legal, were the Indians adequately compensated? (This question can be asked in relation to the original prices, to the fact that the leases have no rent attached, and to the fact that the Indians receive no property tax from non-Indians living on the Reservation.)
7. Are the several warranty deeds from Indians to non-Indians legal in the light of the provision of the authorizing Resolve for the treaty forbidding the alienation of their lands by the Indians?
8. Governor's Point and Pine Island were specifically excepted from the grant of Township 3 - Range 1 to Samuel Hinkley from Massachusetts in 1811. Since neither state has altered this situation, is it legal for Grand Lake Stream to be collecting property taxes on those lands? Also, since the laws and Resolves permitting lease or sale of Indian Township do not also include Governor's Point and Pine Island, what right did the State have to dispose of Governor's Point?

I have, so far in this report, been dealing with matters of record. At this point I want to conclude with some observations made as a result of compiling the information contained in the report.

The basic reason for the alienation of the Indian lands was the same that has plagued all Indians. That is, the non-Indians wanted it. There are many justifications for the State's actions; the most common is that given by Governor Dunlap in his message to the Maine Legislature in 1836, in which he says "...I submit the propriety of causing the lands belong to the Passamaquoddy Tribe of Indians....to be sold and the avails funded for their benefit. They are not wanted by the Indians for cultivation, and are greatly exposed to the inroads of trespassers, the more on account of their proximity to a foreign state into which offenders, with their plunder, may easily escape."

It is clear that the Indians were not to be consulted about this and it is equally obvious that the decision is to be made on the basis that some one else wants the Indian lands for purposes that are assumed to be superior to those the Indian might have. The 1836 Legislature did pass a Resolve authorizing such sale. There was no provision for Indian consent.

If my assumption is correct, the exact method of the alienation becomes immaterial. The land will be alienated without Indian consent at times convenient to the non-Indians. The time convenient was the settlement of the area by non-Indians. It is worth noting that, with few exceptions, all the alienations took place during the period of greatest growth in the Princeton area.

It is clear that the State did have some qualms of conscience, in that many of the alienations were by 999-year leases, thus allowing the statement to be made that the lands were not really being sold. That the State was acting in the Indians' interest would be much more acceptable if all the alienations had been by lease and the terms of the leases not been longer than 99 years, and if an annual rent had been attached.

I was also made suspicious by the fact that with no exceptions the alienated

lands were acquired not by small settlers, but by a relatively few men, all of whom had extensive holdings in the area. Several of these men also acted as Indian Agents and one of them served on the commission which decided what would be done with the Captain Lewy Farm, which was then and is still a very desirable piece of real estate.

Belmore, in his Early History of Princeton, Maine, writing of the Lewy Farm, says, "Captain Lewy had wanted the chapel located on his land instead of Peter Dana Point (the other Indian community on the Reservation). But if it had been so located it would have meant a large settlement of Indians just over the bridge. Putnam Rolfe was a good friend of the old Captain but he was also a good friend of his Princeton, and it is altogether likely that he whispered a word or two into the ears of some one at Augusta anent this matter. Put had influence."\*

The questions surrounding these lands should be resolved, not only in the interest of justice to the Indian, but for the very practical reasons that these lands are valuable for Reservation development, as sources of property tax from non-Indians, and because the legal uncertainties make it difficult to obtain loans and grants for development from Federal, State and private sources. Also, as long as the uncertainties exist, the Indians remain unsure if it is really worth the effort to develop the Reservation if some one can step in and take it. And last, but not least, I believe that the Indians deserve the peace of mind and sense of security that they would gain from being sure of their rights to what is left of their traditional homelands.

A P P E N D I X

TO

REPORT ON PASSAMAQUODDY TRIBAL LANDS

SECTION I	-	Laws, Resolves and Reports
SECTION II	-	Title Abstracts
SECTION III	-	Note on Taxation
SECTION IV	-	Sources of Maps and Records

## SECTION I

This section contains excerpts from the Treaty of 1794 and from various laws, Resolves, and reports from Massachusetts and Maine which deal with Indian Township, Governor's Point, and Pine Island.

Quotations illustrating the attitudes of Maine and Massachusetts towards the Indian title to Indian Township, Governor's Point, and Pine Island include the following:

### Treaty of 1794 with Massachusetts

"authorized by the general court....to treat with and assign certain lands - to the Passamaquoddy Indians...."

### Massachusetts Resolves 1798, C. 160

"....ill disposed persons frequently make strip and waste on the lands belonging to the Passamaquoddy Tribe of Indians...."

### Message of the Governor to the Massachusetts Legislature, February 4, 1802 (Massachusetts Laws and Resolves, 1800-01)

"Two Indians are now here to solicit the aid of the Legislature in preventing trespasses on the Township of land which has been relinquised to them by the State...."

### Maine Resolves 1832, C. 69

sell for actual settlement "....to any one person, such of the lands belonging to said Passamaquoddy Indians as may be wanted for that purpose...."

### Governor R. P. Dunlap's Message to the Legislature, 1836

"....I submit the propriety of causing the lands belonging to the Passamaquoddy Tribe of Indians....to be sold...."

### Maine Resolves 1836, C. 54

land agent authorized to sell "....Township Numbered Two in the First Range in the County of Washington, belonging to the Passamaquoddy Tribe of Indians...."

### Public Laws 1843, C. 18

"to scale and survey logs and other lumber, sold by said agent from the Indian Township belonging to said Tribe...."

### Governor J. Hubbard's Message to the Legislature, 1852

The Governor makes reference to Passamaquoddies and "their lands," "their own Township".

Maine Resolves 1854, C. 139

to see if the Treaty of 1794 has been carried out "...and the said Tribe placed in possession of all the lands and islands guaranteed to them by said Treaty."

Maine Resolves 1855, C. 248

to settle "...the question of title to the lands and islands granted to the Passamaquoddy Tribe of Indians, by the State of Massachusetts, and to claim and receive of said State, for the benefit of said Tribe, an equitable compensation for any of such lands or islands as may prove not to have been legally conveyed to or placed in possession of said Tribe by said State according to the stipulations of said Treaty."

Maine Resolves 1855, C. 248

Report by Seth W. Smith, Passamaquoddy Indian Agent, made in compliance with Resolves 1854, C. 139

"The Indians have occupied the (Pine) Island for the last 30 years, and Nemcass (Governor's) Point was for many years the site of an Indian village - but now lying idle - and there is no propriety in questioning the Indian title to either." (The stress is Mr. Smith's.)

Maine Resolves 1863, C. 246

"that the land agent...is authorized to cause to be surveyed a tier of lots....through the township owned by the Passamaquoddy Tribe of Indians...."

Report to the Legislature, 1886

Made as a result of Indian protest against the sale and lease of their lands

"To this end it would be the State's duty - if it found their property being depreciated in value or wasting away - to sell the same...."

The Report Committee recommends passage of a Resolve empowering the State "to purchase of the Passamaquoddy Tribe of Indians such of their lands within this State as they may be disposed to sell...."

State vs Newell, 84Me465 (1892)

"What the report calls 'the treaty of 1794' was simply a grant by the Commonwealth to the Passamaquoddy Tribe of Indians of certain lands...."

LAWS, RESOLVES AND REPORTS

Massachusetts Resolves 1792, C. 185 (3-28-1793)

Appoints Commissioners to treat with the Passamaquoddy on the subject of their late address to the General Court;

"that the said committee be authorized to lay out and assign from the lands belonging to this Commonwealth...."

"Provided nevertheless that the lands so to be assigned shall be reserved for the use and improvement of the Indians aforesaid

and that the said Indians either in whole or in part shall not have power to alienate or dispose of the lands which may be so assigned or any part thereof, and all conveyances of the lands aforesaid by any Indian or Indians shall be null and void."

Massachusetts Resolves 1793, C. 129 (2-28-1794)

The Committee requests and is granted more time.

Massachusetts Resolves 1794, C. 92 (6-26-1794)

Essentially repeats C. 185 above, but is shorter and does not include the prohibition on sale of the land by the Indians.

Massachusetts Resolves 1794, C. 52 (2-10-1795)

This Resolve contains a copy of the Treaty negotiated with the Passamaquoddy Tribe in September, 1794. (Note: This Resolve refers to C. 92 above as the authorizing Resolve. Does C. 92 replace the earlier C. 185 which contains the prohibition against sale of the lands by the Indians?)

Treaty Between the Commonwealth of Massachusetts and the Passamaquoddy Indians

The preface to the Treaty says that a Resolve passed by the General Court June 26, 1794 (C. 92) empowered the committee which was to deal with the Indians to "lay out and assign to the said Indians, any tract of unlocated land belonging to this Commonwealth, in the County of Washington, not exceeding ten thousand acres, and also to purchase any particular spot of ground or tract for the use and convenience of said Indians...."

From the text of the Treaty:

"authorized by the general court...to treat with and assign certain lands to the Passamaquoddy Indians...."

"in behalf of the Commonwealth aforesaid, do hereby assign and set off to the aforesaid Indians, the following tract or parcel of land lying and being within the Commonwealth of Massachusetts, viz, all those islands lying and being in Schoodic river between the falls at the head of the tide, and the fall below the forks of said river, where the north branch and west branch parts; being fifteen in number, containing one hundred acres...."

"also township No. 2 in the first range....containing about 23,000 acres more or less...."

"...also Lire's island in front of said township containing ten acres more or less...."

"...also...one hundred acres of land lying on Nemcass Point adjoining the west side of said township...."

"...also Pine Island lying to the westward of said Nemcass Point containing one hundred and fifty acres more or less...."

"...also ten acres of land more or less...at Pleasant Point..."

"The said islands, tracts of land and privileges to be confirmed by the  
Commonwealth of Massachusetts to the said Indians and their heirs forever "

An Act Relating to the Separation of the District of Maine from Massachusetts Proper, and forming the same into a Separate and Independent State, 1819

"Fifth. The new State shall, as soon as the necessary arrangements can be made for that purpose, assume and perform all the duties and obligations of the Commonwealth, towards the Indians within said District of Maine, whether the same arise from treaties, or otherwise...."

This Act, commonly called the Compact of Separation, became part of the Constitution of the State of Maine, Article X, Section 5. Article X, Section 7, however, in 1876, provided that Sections 1, 2 and 5 of Article X would no longer be printed, "but this shall not impair the validity of acts under those sections; and said section five shall remain in full force, as part of the Constitution, according to the stipulations of said section, with the same effect as if contained in said printed copies."

Maine Resolves 1832, C. 69

"That the agent of the Passamaquoddy Tribe of Indians, be and he hereby is authorized, under the direction of the Governor and Council, to sell and convey for actual settlement, in lots not exceeding 200 acres, to any one person, such of the lands belonging to said Indians as may be wanted for that purpose, at such prices and pay days as shall be thought just and right, on condition that all moneys received therefor be immediately paid into the State Treasury and all securities taken therefor be made payable to the State, and deposited with the State Treasurer, and the interest of all said sums shall be annually appropriated to the use of said Indians.

Provided however, that no sale of any such land shall be made, unless the consent of said Indians be previously obtained by said agent."

Governor R. P. Dunlap's Message to the Legislature, 1836

"....I submit the propriety of causing the lands belonging to the Passamaquoddy Tribe of Indians...to be sold and the avails funded for their benefit. They are not wanted by the Indians for cultivation, and are greatly exposed to the inroads of trespassers, the more so on account of their proximity to a foreign State into which offenders, with their plunder may easily escape."

Maine Resolves 1836, C. 54

"That the Land Agent be and hereby is authorized to sell and convey, at public auction and at a price not less than two dollars per acre under the directions of the Governor and Council, Township numbered Two in the First Range in the County of Washington, belonging to the Passamaquoddy Tribe of Indians, and to pay the funds arising therefrom into the State Treasury, subject to the future disposition of the Legislature, for the use and benefit of said Indians."

Repealed by Maine Resolves 1837, C. 9

Maine Resolves 1854, C. 139

"That it be a part of the duty of the agent of the Passamaquoddy Tribe of Indians to ascertain and report to the Governor and Council whether the conditions of the Treaty between the State of Massachusetts and said Tribe, executed in the year 1794, have been fulfilled on the part of said State, and the said Tribe placed in possession of all the lands and islands guaranteed to them by said Treaty, and if not, what part of the lands and islands specified in said Treaty have not been conveyed and whether they have since been conveyed to other persons, and the value of the same, and that the report of said agent be laid before the next Legislature."

Maine Resolves 1855, C. 248

Report by Seth W. Smith, Passamaquoddy Indian Agent, in compliance with Resolves 1854, C. 139:

"I can find no other conveyance of lands from Massachusetts to the Indians, except the original treaty, dated September 29, 1794, but not recorded with the deeds of the County of Washington until June 9, 1842.

Under this treaty, however, the Indians have always peaceably occupied all the lands therein mentioned, with but two exceptions. First the 100 acres of land on 'Nemcass Point,' together with 'Pine Island' laying to the westward of said Point, both claimed by the owners of 'Hinckley Township' so-called (being Township No. 3, First Range) and secondly the Islands in the 'Schoodic River' adjoining Townships 6 and 7 claimed by the owners of said Townships.

The Commonwealth of Massachusetts, in their original grant to Samuel Hinckley of Township No. 3, First Range, February 7, 1811, reserved Pine Island and the 100 acres above referred to. The Indians have occupied the Island for the last 30 years, and Nemcass Point was for many years the site of an Indian village (but now lying idle) and there is no propriety in questioning the Indian title to either." (Then followed a paragraph on the St. Croix Islands.)

In response to Smith's report, the Legislature:

"Resolves that the Governor and Council be authorized and directed to investigate, defend and settle in such manner as they may deem expedient, the question of title to the land and islands granted to the Passamaquoddy Tribe of Indians, by the State of Massachusetts by their treaty with said Tribe, dated September 29, 1794, and to claim and receive of said State, for the benefit of said Tribe, an equitable compensation for any of such lands or islands as may prove not to have been legally conveyed to or placed in possession of said Tribe by said Treaty. And the Governor is authorized to draw his warrant on the Treasurer of State for such sums as may be necessary to execute the purpose of this Resolve."

Maine Resolves 1860, C. 336

"That the land agent is hereby authorized to convey a strip of land on the eastern side of the Indian Township, one mile in width to any parties who shall build a good turnpike road across said Township along the valley of Tomah Stream....the Parties who take the conveyance of

said land to receive of the State a title without guarantee express or implied....County Commissioners of Washington County are hereby authorized to assess a tax upon said land for said purpose in the same manner as taxes are assessed upon unincorporated townships for the purpose of opening and repairing roads."

Maine Resolves 1863, C. 246

"That the land agent be and he hereby is authorized to cause to be surveyed a tier of lots containing one hundred acres each, or as near that as circumstances will permit, on each side of the Baring and Houlton Road, through the township owned by the Passamaquoddy Tribe of Indians; and if any of the Tribe of said Indians have any improvements on said road, lots shall be laid off so as to include such improvements in a single lot in each case and the surveyor making such survey, shall make a specific return of the quality of soil, character of growth and all other elements of value in such lots.... no lot in the occupancy of any Indian shall be leased....the terms of the lease shall be for nine hundred and ninety-nine years."

Partly amended by Resolves 1879, C. 116

Maine Resolves 1868, C. 235

"That the Governor and Council are hereby authorized to appoint a commission, consisting of not more than three competent persons, who shall be empowered to examine and decide upon the claims of the heirs of the late Captain Lewy, an Indian of the Passamaquoddy Tribe, to their respective rights in the estate left by said Captain Lewy at the time of his decease."

Maine Resolves 1871, C. 234

"That the heirs of the late Captain Lewy, of the Passamaquoddy Tribe of Indians, namely Tomah Lewey, Francis Lewey, Sabattis Lewey, Athean Lewy, Sanole Soul Lewey, and Salley Lewey, or either of them, or their heirs, are hereby authorized and allowed to lease their interest or share in the Captain Lewy farm lot, in the Indian Township, in the County of Washington, for such term of years as they or either of them may agree upon, and their lease of same shall be considered a legal and valid conveyance; but no lease made by said heirs, or by any of them, shall be deemed valid or have any force until such lease shall have been approved by the Governor and Council, both as to the length of the lease and the consideration paid or to be paid therefor."

Report on Petition from the Passamaquoddy Tribe, 1886

I was unable to find a copy of the petition which apparently was submitted in 1885. The report refers to it as follows:

"They claim that the treaties with them have been broken in this, that their lands have been taken, and sold, and leased; that they are deprived of the privileges of hunting unrestricted, which was accorded them by Massachusetts and the laws of Maine."

With reference to the lands, the report states:

"These Indians are wards of the State, so treated and recognized. In other words, the State is the guardian of the Indian tribes within its limits. If this is the case, then it is the duty of the State to take care of, manage and control the property of these tribes in a prudent and economical manner and for their benefit. To this end it would be the State's duty - if it found their property being depreciated in value or wasting away - to sell the same and invest the proceeds in such way and manner that the Indians should derive the benefit therefrom."

"Whether or not the State has any legal authority for so doing, is not for your Committee to decide, but certainly it is better for these Indians that the State has managed their affairs in this way, and your Committee are of opinion that, as heretofore, no objection has been raised to this mode of procedure on the part of the State, and these Indians have annually received the income from the money received from sale of timber and grass and the leasing of lands, without any protest or objections; they are in equity, and good morals estopped from making any complaint."

Petition from the Passamaquoddy Tribe in reply to the Committee Report, 1887  
Given as a speech to the Legislature by Louis Mitchell, a Passamaquoddy;  
1887 Legislative Documents, House Documents 251, 3-8-1887

"...the claim on the (St. Croix) Islands has been taken from us; part of the township has been leased a term of 999 years; a two mile strip the entire width of the township, eight miles (long); a mile strip, eight miles long, given to a rich man worth probably half a million dollars, for a road. When they (the Tribe) send a petition for this purpose, they (the State) say this road is a benefit to the Indians. No Indians ever go through in that road once in ten years. This man has a big farm back of this township; that's why he asks for permission to build a road through our township.

If we only get a few dollars for it and the money placed in our fund we will not feel so bad, but we see plainly that not even one cent do we ever get for that long strip of land, one mile wide and eight miles long. This land is to be taken from the poor Indians and granted to a rich man who is able to pay a good price for it. Now if the State is guardian of the Indian's property, it must seek information of the Indians there and then tell whether they need such road or not...."

Passamaquoddy Indian Agent's Report, 1886

Agent C. H. Porter in his reports from 1880 to 1886 comments on Passamaquoddy land problems. In 1886 he made his strongest protest. He was not Agent in 1887 for reasons I was not able to determine.

"The Indian Township, also has been leased by authority of the State, and is now stripped of timber so that it is of no income to them, and lots are being virtually sold to whites by an act of Legislature, for which the Indians have as yet received no compensation.

Finally, the State laid out a road across the Township and gave for the building of it, the land one mile wide on both sides of the road. The Indians wanted no such road and yet, by Legislative authority, their land, one eighth of the entire Township, was taken from them for this road which was of no benefit to them and which they were thus taxed to build."

Public Laws 1887, C. 84

"The Governor and Council may, at the expense of the State, and for the benefit of the Passamaquoddy Indians, lease or sell the whole or any part of the Indian Township, on such terms as they may deem just, and all sums received from such leases or sales shall be credited to the funds or said Indians."

Repealed by Public Laws 1951, C. 253

Trust Status

Nowhere did I find any provisions for putting Indian lands under trust by the State of Maine, nor do any of the laws or Resolves which I came across refer to the existence of such a trust relationship.

The only three references to such a relationship which I did find are given below. It should be noted that each contains a phrase which suggests the author's own uncertainty as to the existence of a trust relationship.

John vs. Sabbatus 69Me473 (1879) "...the wandering and improvident habits of the remnants of the Indian Tribes within our borders led our legislature at an early period to make them, in a manner, the wards of the State, and especially to take the control and regulate the tenure of their lands."

Report on Petition from the Passamaquoddy Tribe, 1886 "...These Indians are wards of the State, so treated and recognized. In other words, the State is the guardian of the Indian tribes within its limits. If this is the case, then it is the duty of the State to take care of, manage and control the property of these tribes in a prudent and economical manner and for their benefit..."

Petition from the Passamaquoddy Tribe in reply to the Committee Report, 1887 "Now if the State is guardian of the Indian's property, it must seek information of the Indians there and then tell whether they need such road or not."

## SECTION II

In this section I have tried to trace each lot of alienated land from its original alienation to the present holder, as shown in the Maine State Valuation for 1966.\* The title chains shown must not be taken as complete and accurate but only as guides to further work by those with professional qualifications in title searching. For example, when I began the search I did not realize the difference between a warranty deed and a quit-claim with warranty; consequently a number of transfers shown as being by warranty deed are, in fact, quit-claim with warranty.

Most of the material in this section is taken from the Registry of Deeds and Probate Records of Washington County, at Machias; from the Land Office Records held by the State Department of Forestry, in Augusta; and from the Executive Council Records in the Office of the State Archivist, Augusta. Each deed is shown with the date, and the volume and page number, as follows:

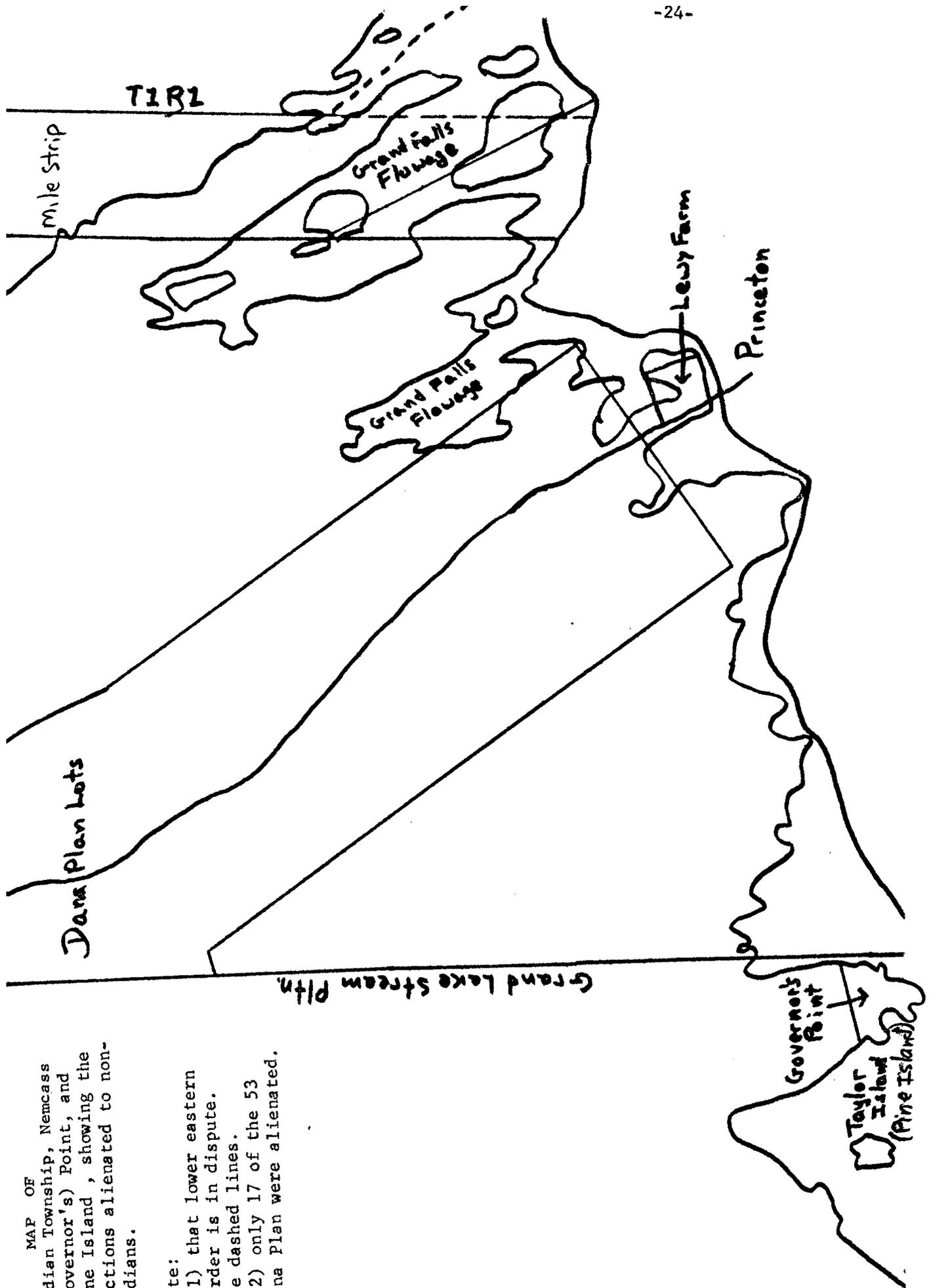
4-7-86	(April 7, 1886)
186-373	(Registry Volume 186, Page 373)

Land Office and Probate Record volumes are identified as such. Volumes with a capital letter (N37-124) refer to Abstract of Wills and Foreclosure and Release Volumes, also at the Washington County Registry of Deeds. "W", "QC", "QCW" and "Mg" indicate "Warranty Deed," "Quit-claim Deed," "Quit-claim with Warranty" and "Mortgage" respectively.

Many of the title chains are confused. Many of the transfers are of doubtful validity e.g. Warranty Deeds based on 999-year leases. Are the grants and direct sales, and leases, from the State valid or are they merely quit-claims which in no way impair the Indian title? Other items are discussed in the notes attached to the title records.

The Treaty of 1794 granting these lands to the Passamaquoddy Tribe is recorded in the Washington County Land Records for June 9, 1842, Volume 48, Page 145.

\* Available from the State Tax Office or the Department of Indian Affairs, Augusta



MAP OF  
 Indian Township, Nemcass  
 (Governor's) Point, and  
 Pine Island, showing the  
 sections alienated to non-  
 Indians.

Note:  
 1) that lower eastern  
 border is in dispute.  
 See dashed lines.  
 2) only 17 of the 53  
 Dana Plan were alienated.

As an examination of the material in this section will show, a re-survey on the ground of all the lots is just as badly needed as is a re-survey of the legality of the transfers.

This section is divided as follows: 1) The Mile Strip, 2) Dana Plan Lots, 3A) Captain Lewy Farm, 3B) Lots 10 & 11, Tax Plan, 4) Pine Island and Governor's Point, 5) Grand Falls Flowage Lot, and 6) Miscellaneous.

#### NOTES ON THE MILE STRIP

This is the first lot of Indian land to be alienated. It was granted to a man who did extensive speculation in real estate in both Maine and New Brunswick, one of the Todd family being based in St. Stephen, New Brunswick. It then passed to other speculators and finally to the Georgia-Pacific Company, and represents that Company's largest holding on Indian Township. Perhaps the State was somewhat doubtful of its right to make this grant, for it is stated that the "title is without guarantee express or implied."

Although the authorizing Resolve given below speaks of a strip one mile wide off the east side of the Township, neither the Dana Plan of 1863 nor the present Tax Plan No. 1 of Indian Township show it that way. I did not have time to go into what appears to be a large discrepancy. This should be cleared up.

#### Maine Resolve 1860, C. 336

"That the land agent is hereby authorized to convey a strip of land on the eastern side of the Indian Township, one mile in width to any parties who shall build a good turnpike across said Township along the valley of Tomah Stream....the parties who take the conveyance of said land to receive of the State a title without guaranty express or implied....County Commissioners of Washington County are hereby authorized to assess a tax upon said land for said purpose in the same manner as taxes are assessed upon unincorporated townships for the purpose of opening and repairing roads...."

The question raised by the Mile Strip is, of course, the State's right to make such a quit-claim and whether or not it has any meaning or validity. It is highly doubtful that the Indians were ever consulted on the need for such a road or if a mile strip of their Township was either a fair or a proper means

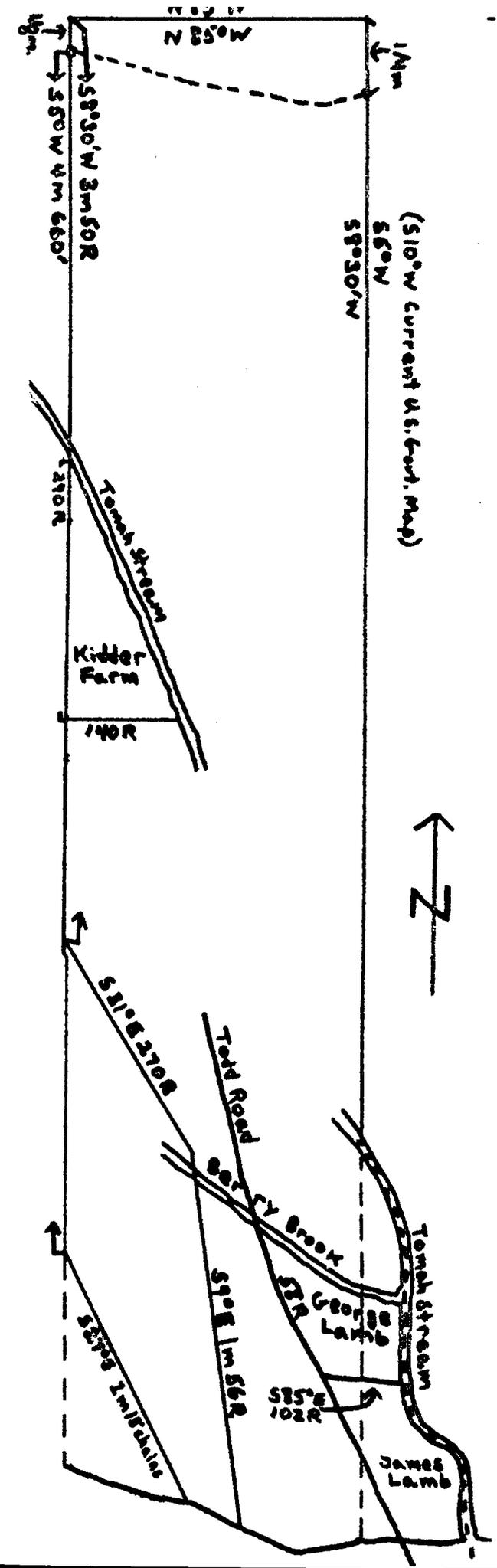
of payment for such a road, even if they felt the road was needed.

THE MILE STRIP

This map is based on the Dana Plan of Indian Township (1863) and on the Deeds in this section. There are many discrepancies which can only be resolved by resurvey on the ground and examination of the original layoff of the Townships. These problems include:

- 1) The Eastern border of the township. Two bearings are given and the current U.S. Govt. Topological map has a third, S 10° W.
- 2) Does the Eastern border go south to the Tomah Stream then along it to its confluence with the W. Branch of the St. Croix as shown in the Dana Plan or is it a straight line through Tomah Stream as shown on the current Topological Map? Since the Western border of the Strip is by law to parallel the Eastern border, the shape of the Strip will greatly differ at its Southern end.
- 3) Dana uses the spotted line as the northern terminus of his bearings rather than the true Northern border. Does this mean the area above that line has never been conveyed?
- 4) The Dana Plan and the present U.S. Govt differ substantially as to the location of Tomah Stream. The description of the western border of the Strip in 201-355 probably a closer parallel to the actual position of Tomah Stream - but as raised in point 2 above, is Tomah Stream the border to which the Western border is supposed to be parallel?

The bearings shown on the outer side of the border are from the Dana Plan. The bearings on the inside are from 201-355. Note difference on south-western end of Strip.



3-14-1862 QC  
12-136  
Land Office  
Records  
Recorded Wash.  
Co. Registry Of  
Deeds

To: William Todd of St. Stephens, N. B.  
From: State of Maine

Granted to Todd by Resolve 1860 c336 and compliance with the terms of that Resolve.

8-7-1890  
186-343

Title is without guaranty express or implied

"give, grant, bargain, sell and convey a strip of land one mile in width on the eastern side of Indian Township, according to plan by Putnam Rolfe

Conveyance is conditional on future performance of terms in said Resolve. i. e. must keep road in repair

Also all rights and restrictions also apply to parties contemplated in Resolve passed 3-13-61 "A Resolve in favor of Belman & Young" as full and to the same extent as they would had this deed not been made.

12/29/1875  
141-321

"State of Maine"  
Treasurer's Office Augusta Dec. 29th, 1875, Received Wm. Todd Estate, Fifteen 93/100 dollars to redeem 3200 acres E. lot Indian Township mile wide Wash... ington County, Sold September 1, 1875 to B. B. Murray Jr. for nonpayment of State and county taxes assessed on said tract, further year 1873. The above sum is received under Chapter 66, sec. 488 of the Revised statutes.

S. C. Hatch, Treasurer of State

Tax	14.28
Interest	.75
	<u>15.03</u>
Transfer	.50
	<u>15.53</u>

1/26/1884  
162-417

\$10.00 and other valuable consideration.  
Mortgage to Wm. Henry Todd and Wm. Murchie of Calais  
From: Charles F. Todd

Discharged 1/3/1891 Vol. Z-250

5-9-76 Mortgage  
143-527

to St. Steven Bank  
From: Charles Todd of St. Steven, N. B.

His interest in many lots including the Mile Strip

Discharged 2-16-94 Vol. Z-96

204-467  
9-13-92

To: St. Stephen Bank  
From: Charles Todd of St. Stephen, N.B.  
as described in 201-355 below

201-355 W To: Henry F., George, and Henry B. Eaton all of  
 11-24-92 Calais---Lumber Merchants  
 From: St. Stevens Bank, St. Stevens, N. B.  
 \$24,826.90 Many other lots included

Begin at a stake standing on NE corner of Indian Twp., then N85W along dividing line between the said Indian Twp. and Waite Twp. one mile to a stake, then S8°30' three miles 50R to a stake, then S31E 270R to a stake, then south 9E one mile 56R to west branch of St. Croix, then along river to mouth of Tomah Stream, then along said stream about 2 miles to dividing line between Indian Twp. and Fonler (Fowler?) Twp. and Eli Twp., then along said dividing line N8 30'E 3 miles and 70(?)R to NE corner of Indian Twp. and place of begin.  
 3200a3200 Subject to conditions of deed from State to W. Todd 186-343

Excepting:

1) W. Todd to James Lamb 146-64, 73 acres

2) Charles Todd to George A. Lamb 1-26-84  
 (168-52?)

Begin at NW corner of land conveyed to James Lamb by deed, then Nly on road crossing Indian Twp. 58R to Berry Brook, then Ely down said brook to Tomah Stream to northeast corner of James Lamb, then Wly by N line of said James Lamb to place of begin.

38 acres

3) Lot #1 in the plan of Mile Strip made by John Gardner 10-16-65, Begin at point where the west line of said Mile Strip crosses Main Tomah Stream, then S81°30' W290R to a haematac tree, then at right angles in Ely direction 140R to Tomah Stream, then up said stream to point of begin.

130 acres

343-372  
 330-20  
 QCW

To: Passa. Land Co.  
 From: George D. Eaton (Vancouver, B. C.) \$1.00 + V  
 All real estate inherited from his Grandfather Henry F. Eaton and Father George H. Eaton as members of the Firm Henry F. Eaton and Sons.  
 Also all real and personal property referred to and covered by an option 11-18-19 to Edward B. Draper, executed by me.

I. Twp. not mentioned - No inventory

343-353  
 4/10/20

Option to Edward B. Draper of Bangor dated 11/18/19 has been exercised, and grantors convey to Passa. Land Co. all the property and assets of H. F. Eaton and Sons.

Lists lands and deeds  
 (Includes mile strip)

~~343-331~~  
4/10/20 As above but different Grantors signing off.

~~343-317~~  
4/10/20 As above but different Grantors signing off.

7-1-46 QCW To: Dead River Co.  
469-125 From: Passamaquoddy Land Co.

In effect Passamaquoddy Land Co. becomes Dead River Co.

5-16-47 QC To: Eastern Pulpwood Co. of Calais  
472-324 From: Dead River Co. of \$1+value  
among many other lots conveyed to a covenant made  
8-23-46 between Dead River Co. and St. Croix Paper  
Co.

2189.2 acres in Indian Township

Lamb Farm 73 acres

1-10-1868 QC To: James Lamb of Calais \$300  
146-64 From: William Todd of St. Stephen, N. B.

Beginning at the bridge across the St. Croix River at Squirrel Point, at the north side of said river and running thence by the new road which crosses said Township, northly, 112 R, then S85E 102R to Tomah Stream, then Sly by Tomah Stream to its mouth, then Wly by the St. Croix River to the bridge aforesaid.

Being part of land deeded to Todd by State Land Agent on 3-14-1862 as per Resolve 3-14-1860.  
71 acres more or less

6-1-1880 To: Peter Earle Lamb  
182-215 From: Almira Lamb of Riverside, Indian Township

Contains life estate to Almira and husband.

Beginning where the bridge now crosses the Schoodic River and running down said river to the mouth of Tomah Stream, then up said Tomah Stream to an old tree marked, from which runs a fence. Then Wly to the Todd farm road, then on said road Sly to the place of beginning.

Being the lot upon which Nathaniel Lamb, my husband, and I now live.

5-10-93 W To: Joshua Carle of Caribou  
222-347 From: Seth T. Lamb of Robbinston,  
Sarah G. Lamb of Calais,  
Anna C. McAllister of Milltown, N. B.

Described as above in 182-215

Meaning and intending to convey the same property conveyed to Peter Earle Lamb by Almira Lamb by her deed 6-1-1880 recorded 182-215

6-9-93 Mortgage To: Seth Lamb and James Lamb of Robbinston,  
223-115 Sarah G. Lamb of Calais, \$1800  
Anna C. McAllister of Milltown, N. B.  
From: Joshua Carle of Caribou

3-5-1897-  
210-231 Sarah G. Lamb transfers her interest in mortgage to Seth and James Lamb, and Anna C. McAllister

6-8-99 Seth and James Lamb assign their interest in the  
210-457 mortgage to Anna C. McAllister

3-19-01 Foreclosure by Anna C. McAllister  
D-72

10-13-09 W To: St. Croix Water Power Co. Of Baileyville \$1+v  
 286-498 From: Anna C. McAllister of Milltown, N. B.

1-3-44 QCW To: St. Croix Paper Co. of Baileyville  
 457-186 From: St. Croix Water Power Co.

Reserves to the Grantor all flowed land and all  
 shore rights and privileges

1-3-44 QCW To: Eastern Pulpwood Co.  
 From: St. Croix Paper Co.  
 Among many other lots---the Lamb Farm

George Lamb+ 38 acres

1-26-84 W To: George A. Lamb of Bailyville \$300  
 168-52 From: Charles Todd of Milltown: N. B.

Refers to Peter C. Lamb rather than James Lamb

"The Peter C. Lamb lot is the land formerly occupied  
 by Nathaniel Lamb and now occupied by Peter C. Lamb.

38 acres

8-2-12 W To: Howard H. Jordan of Balleyville  
 305-500 From: Herbert W. Eaton of Calais

Begin at NW corner of Peter C. Lamb's farm lot at E.  
 side of Tomah Stream Road, then Nly on said road 58R to  
 Berry Brook, then Ely down the brook to Tomah Stream  
 to N. line of said Lamb's land and place of begin.

38 acres

Conveyed by George F. Lamb to meby deed 6-15-96  
 (Apparently not recorded)

11-29-12 To: St. Croix Paper Co.  
 300-568 From: Howard H. Jordan

1-3-44 QCW To: Eastern Pulpwood Co.  
 454-363 From: St. Croix Paper

Among many other lots---H. H. Jordan lot

Kidder Farm 130 acres

6/26/1912 QCW 130 acres m. or l. "Value and one dollar"  
 298-212 Randall place.  
 Q.C. To: St. Croix Paper Co. (Baileyville, Me.)  
 From: John B. Mercier 130 ac

Randall place--being lot #1 as per Plan of mile strip granted by State to Wm. Todd. Being the same premises deeded to John B. Mercier from Marinda Kidder by deed dtd. 6/26/1912 and being the same property conveyed to said Marinda Kidder by heirs of Charles F. Todd by deed dtd. April 12, 1894.  
 (Note: Was unable to locate Todd to Kidder deed)

1-3-44 QCW To: Eastern Pulpwood Co.  
 454-363 From: St. Croix Paper

Among many other lots--Kidder Farm

NOTES ON THE DANA PLAN LOTS

Following is the authorizing resolve. It should be read carefully since it raises a number of questions.

Resolves 1863  
Chapter 246

Resolves authorizing survey and lease of lots in townships owned by the Passamaquoddy Indians in the county of Washington.

Resolved, That the land agent be and he is authorized to cause to be surveyed a tier of lots containing one hundred acres each, or as near that as circumstances will permit, on each side of the Baring and Houlton road, through the township owned by the Passamaquoddy tribe of Indians; and if any of the tribe of said Indians have any improvements on said road, lots shall be laid off so as to include such improvements in a single lot in each case, and the surveyor making such survey, shall make a specific return of the quality of soil, character of growth and all other elements of value in such lots.

Land agent to cause certain lots of land of Passamaquoddy Indians to be surveyed.

Resolved, That after the survey is returned as aforesaid, the governor and council, the land agent and the agent of the Passamaquoddy tribe shall constitute a board to fix the price of said lots, a schedule whereof, together with maps and field notes shall be lodged in the land office and with the agent of said tribe. And the land agent shall advertise the same for lease at public auction in the town of Princeton, at the price fixed by the board aforesaid as the minimum price, and in case said lots or any of them should not be leased at such auction, the same shall afterwards remain subject to private entry at said minimum; but no lot in the occupancy of any Indian shall be leased. The terms of lease shall be for nine hundred and ninety-nine years, one third cash, and the balance in two years, in equal annual payments, secured by notes with responsible endorsers or mortgage of the premises. The lease of said land shall be advertised in some newspaper in the county of Washington, in the state paper, and in some paper published in Portland, two months prior to said auction. All money received from lease of the aforesaid lots by the land agent, shall be paid over to the treasurer of state without abatement or deduction, to be held by the state in trust for the benefit of said Passamaquoddy tribe, and the interest shall be annually expended for their benefit. The lease of said lots shall be subject to the claims of parties who have heretofore bought the timber on said township; provided that nothing herein contained shall interfere with the occupancy of any Indian.

Board to fix price of lots.

Land agent to advertise, &c.

-term of lease, &c.

-how advertised.

Money received, how disposed of

Proviso.

Approved March 14, 1868

## Chapter 116

.97  
Chap. 116

Resolve relating to survey and lease of lots on Indian township in Washington county.

Resolved, That chapter two hundred and forty-six of the resolves of eighteen hundred and sixty-three is hereby amended by striking out the second resolve and inserting therefor the following:

Resolved, That after the survey is returned as aforesaid, the agent of the Passamaquoddy tribe of Indians, or any other person, whom the governor and council may appoint as agent for that purpose, shall explore said lots whenever any are applied for, and fix the price thereof, a schedule whereof shall be lodged with the governor and council. Said agent shall advertise said lots for lease, by notice printed in the Washington county newspapers, and at any time after so advertising for one month, said agent may lease said lots by auction or by private sale at a price not less than the schedule price aforesaid, but no lots in the occupancy of any Indian shall be leased. The term of leases shall be for nine hundred and ninety-nine years; terms of payment shall be one-third in cash at time of purchase and the balance in not more than three years by notes of equal annual payments, said notes secured by mortgage on the premises. All money received from leases aforesaid, shall be paid to said agent, and by him paid over to the state treasurer, deducting therefrom such compensation for his expenses and services, as the governor and council shall allow, and the money so received by the state treasurer, shall be held in trust by the state for the benefit of said tribe, the interest to be annually expended for them. The leases shall be subject to any claims of persons who have bought timber and grass on said township, and none of them shall take effect unless approved by the governor and council.

Ch.246, R  
Resolved  
1863, amended.

Lots to be explored.  
Price to be fixed.  
Advertisement for lease.

Lots to be leased.  
Leases, terms of.  
Payment.

Disposal of money received.

Leases to be approved by Governor and Council.

Approved February 21, 1879

William Dana was sent in 1863 to lay out the lots. In the following pages the lots he layed out are referred to as e.g. Lot 36 D. Pl. (Dana Plan).

It is interesting to note that his instructions from the State Land Agent as written into his survey book direct him to lay out lots of 160 acre average size rather than the 100 acre average given in the Resolve. He did in fact lay out 52 lots with an average size of 159.4 acres. As can be seen on his plan, he assigned number 52 to what he incorrectly considered to be the Lewy Farm and laid off no lots in that area in accordance presumably, with the Resolve. Since the farm is about half the size he thought it to be, there is presently a strip of land about 775 feet wide between the South Line of Lot 50 D. Pl. and the North Line of the Lewy Farm that is in neither parcel.

Of the 52 lots laid out only 17 were alienated, all of them in the period from 1884 to 1892. 12 were 999 year leases and of those, nine were leased in 1884. The other five were granted or sold in 1890 and 1892. The Resolve clearly says the lots are to be leased. It is possible that at the time the State might have offered as an authorization to sell or grant, Public Laws 1887 684 in which it gave itself "at the expense of the State" the right to do so. Is there a conflict with respect to the Dana Lots between the Resolve and the Public Laws?

The Resolve states that any monies received will be held by the State in trust for the Tribe. It is difficult to interpret this as an attempt to help the Indians since even if all the lots had been leased they would have brought in only \$8293\* which would not have lasted long even then. Furthermore, there was no annual rent and some of the lots were simply granted away.

Questions which arise from the Dana Survey are:

- 1) What right did the state have to lease or sell lands clearly stated in the Resolve as belonging to the Tribe?
- 2) What is the validity and equity of a 999 year lease especially when no provision was made for annual rent? It should be noted that the State is still making money on the lands in the form of taxes.

\*A dollar an acre was the price.

- 3) Even by the Public Laws 1887 C84 the State gave itself only the permission to sell. By what right did it simply grant away four of the Lots? (Lots 2, 31, 33, 51, D. Pl.) The Indians in 1886 strongly protested this selling and leaseing of their lands, yet the State granted Lots 31 and 33 D. Pl. to the land sale agents for their services.
- 4) The Resolve authorizes 100 acre lots. Dana's instructions as written by the State Land Agent say 160 acres. Assuming he followed the instructions which seems to be the case since the average lot size is 159 acres, what legal affect on the lot titles does this have?

## Sample 999 Year Lease

I, Leonard Peabody, Agent appointed by the Governor and Council of the State of Maine, to explore and fix the price of lots on Indian Township in the county of Washington, and for the execution of all matters pertaining thereto; under and by virtue of a Resolve entitled "Resolve relating to survey and lease of lots on Indian Township in Washington County" approved February 21, 1879, having advertised said lots for lease, according to the provisions of said resolve, and one month having elapsed after the advertising of the same, now by virtue of the authority in me vested by the Resolve aforesaid, and in consideration for the sum of \$118 paid and to be paid by James McGranaghan of Waite in the County of Washington, have leased, demised, and let, and by these presents, do lease, demise, and let unto the said James McGranaghan and to his heirs and assigns, a tract or parcel of land situated in said Indian Township bounded and described as follows to wit:

.....  
 .....

To have and to hold to him the said James McGranaghan and to his heirs and assigns to and from his and their sole use and behoof, for the full term of 999 years from date of these presents, but subject however to the lawful claims of any persons who before the date of these presents have bought timber, and grass on said Township.

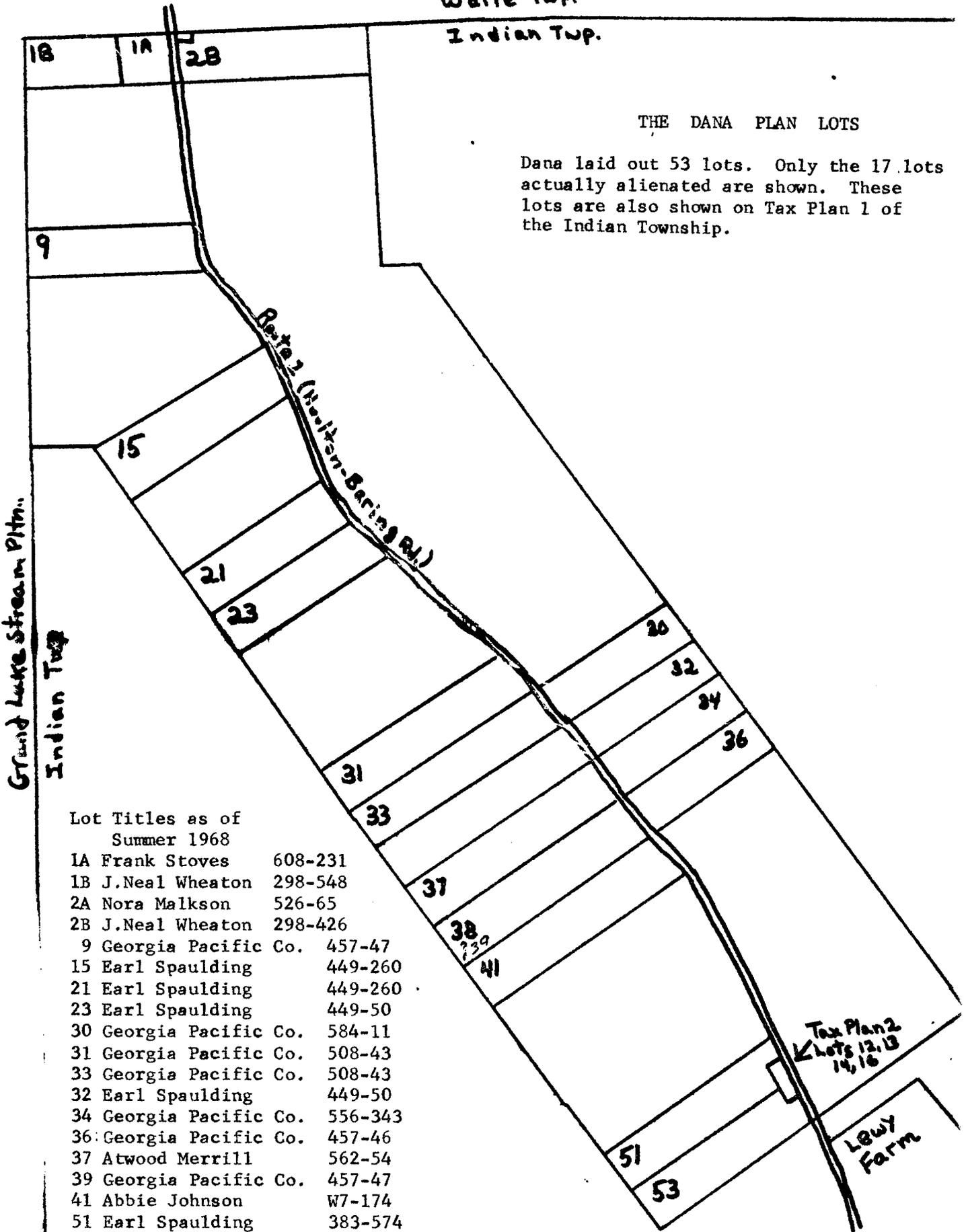
(This is taken from 186-374 Lot 1 D. Pl.)

Waite Twp.

Indian Twp.

THE DANA PLAN LOTS

Dana laid out 53 lots. Only the 17 lots actually alienated are shown. These lots are also shown on Tax Plan 1 of the Indian Township.



Lot Titles as of Summer 1968

1A	Frank Stoves	608-231
1B	J.Neal Wheaton	298-548
2A	Nora Malkson	526-65
2B	J.Neal Wheaton	298-426
9	Georgia Pacific Co.	457-47
15	Earl Spaulding	449-260
21	Earl Spaulding	449-260
23	Earl Spaulding	449-50
30	Georgia Pacific Co.	584-11
31	Georgia Pacific Co.	508-43
33	Georgia Pacific Co.	508-43
32	Earl Spaulding	449-50
34	Georgia Pacific Co.	556-343
36	Georgia Pacific Co.	457-46
37	Atwood Merrill	562-54
39	Georgia Pacific Co.	457-47
41	Abbie Johnson	W7-174
51	Earl Spaulding	383-574
53	Earl Spaulding	383-574

## Lot 1 (1A and 1B)

1-11-1884 999 To: James McGranaghan of Waite  
186-374 From: State of Maine (Leonard Peabody--Agent)

Commencing at a stake, say two rods from the center of the Houlton Road, and running 232R S85W to a stake on the rear line of said lot, then running 80R S5W to a stake on said rear line, then running 240R S85E to a stake 2 rods from the center of the Houlton Road, then running 30R along said road to the place of beginning.

Containing 118 acres

Lease approved by the Governor and Council .  
6-13-90

7-20-11 QC To: H. Smith of Talmadge  
295-285 From: James McGranaghan of Waite

Lot 1 except a small building that is on runners

(Note: Starting with this deed and in all subsequent deeds S5W has been changed to read S50W. S50W is an error which becomes obvious if one tries to lay out a lot with these dimensions.)

4-24-14 QC To: J. Neal Wheaton of Waite  
298-548 From: H. Smith of Waite

Lot 1A 40 acres

3-16-21 W To: John McCormick of Bailyville \$750  
346-336 From: J. Neal Wheaton of Waite

Begin at stake 2 rods from center of Houlton Road, then 80R S85W to a stake 80R from Houlton Road, then S50W80R to a stake, then S85E 80R to a stake 2 rods from center of Houlton Road, then along line of road 80R N50E to place of beginning.

5-22-29 W To: Addie English of Nassau, N. H. \$1 + value  
386-121 From: J. McCormick of Waite

11-7-29 W To: John E. McCormick of Woodland \$1 + value  
385-98 From: Addie and Charles English of Lepreaux, N. B.

(Note: the 40 acres then split into 39 3/4 and 1/4 acres.)

$\frac{1}{4}$  acre

4-28-37 QC To: Matthew Young with H. C. McDowell as  
419-32 Guardian  
From: John McCormick of Indian Township

Begin at SE corner of Lot 1, then W along line of Lot 3, 217 and  $\frac{4}{5}$  feet to a stake, then N and parallel with Houlton Road 50 feet to a stake, then E and parallel with first mentioned line 217  $\frac{4}{5}$  feet to a stake on W side of Houlton Road, then S 50 feet along road to beginning.

39  $\frac{3}{4}$  acres

5-12-30 W To: Bessie S. Young of Indian Township  
417-341 (Bessie Young was apparently a guardian of Matthew Young)  
From: J. E. McCormick of Woodland

Being a part of lot described in 385-98. Begin at a stake 2 rods from the center of the Houlton Road and 50 feet from the SE corner of Lot 1, then W 217  $\frac{4}{5}$  to a stake, then S parallel with the Houlton Road 50 feet to a stake, then W 80R S 85W to a stake, then N 50E 80R to a stake, then Ely 80R to a stake, 2 rods from center of Houlton Road, then S 85E to beginning.

(Note: the 39  $\frac{3}{4}$  and  $\frac{1}{4}$  acres then rejoin)

## 40 acres

7-17-45 Guardians Deed To: Samuel F. Prosser  
401-251 From: John M. Dudley as guardian of estate of Matthew Young

8-28-46 W To: Burton L. Fitch of Waite \$1-\$1,000  
471-388 From: Samuel F. Prosser of Princeton

8-27-46 Mortgage Deed To: Calais Federal Savings \$1,000  
467-319 and Loan  
From: E. L. Fitch of Waite

4-25-50 Foreclosure by Calais Federal  
Vol. N-76

7-11-55 W To: Alberta Bass of Princeton \$1-\$1,000  
537-87 From: Calais Federal

7-28-55 W To: Arnold Robinson of Calais \$1-\$1,000  
527-129 From: Alberta D. Bass formerly of Waite

Sept. 55 W To: George and Elizabeth Nelson of Cleveland, Ohio  
From: Arnold Robinson of Calais

3-2-65 W To: Frank Stoves of Waite \$1-\$6,000  
608-231 From: the Nelsons of Ft. Lauderdale, Florida

Lot 2

160--acres

6-4-1890 QC To: Nathaniel Phelps of Waite  
186-373 From: State of Maine (Cyrus Packard)

Refers to Dana Survey for description

"in behalf of said State, give, grant, bargain, sell, and convey to said...all the State's right, title, and interest in..."

2 acres

2-11-09 QC To: Pheba Malkson of Waite \$20  
279-512 From: James B. Phelps of Waite

Begin at SW corner of land now or formerly owned by C. B. Malkson and running Sly by turnpike road 12R, then E7 S26, then N7E 12R to said Malkson's south line, then W7N on said Malkson's south line 26R to begin. This lot is NW corner of Lot 2.

(Note: Considering the date of 232-492 below, which mentions a 2 acre exception, there should be a deed prior to this one but I could not locate it.)

1-14-54 W To: Nora Malkson of Waite \$1-\$100  
526-65 From: Carrie Williams of Coeurdalane, Idaho and Margaret Wentworth, San Leandro, Calif.

The grantors and grantee are heirs at law of Pheba (Phoebe) Malkson. This deed ratifies an earlier deed destroyed by fire before it was recorded.

125 acres

2-10-00 W To: William F. Mercier of Princeton \$125  
232-492 From: Mary L. Phelps and Bion Phelps of Waite, heirs of N. Phelps

All our right, title, interest in that part of Lot 2 lying between the Houlton Road and back to top of Horseback at edge of meadow so that the back or rear line will be parallel to Houlton Road and lie on top of said Horseback, excepting about 2 acres on the front.

10-1-06 W To: Harvey Lyons of Robbinston and G. \$1+value  
305-4 From: Howard Lyons of Eastport William F. Mercier of Princeton

7-9-09 QC To: Harvey Lyons of Robbinston  
 295-444 From: George H. Lyons of Eastport and  
 Loring W. Lyons

Meaning to convey all our right, title, interest  
 as partners in firm of Lyons Brothers

11-25-11 QC To: Firm of Harvey Lyons & Son of Princeton  
 295-444 From: Harvey Lyons of Princeton \$1 + value

11-29-11 QC To: William M. Allen of Princeton \$1 + value  
 295-459 From: Lyons & Son of Princeton

12-6-13 QC To: J. Neal Wheaton of Waite  
 298-426 From: W. M. Allen of Princeton

40 acres

11-9-54 W To: Robert Wheaton of Princeton \$1 + value  
 530-266 From: George E. Phelps of Waite

Being Ely quarter of Lot 2

Bounded on N by land of J. C. Neale heirs,  
 on E by base line of lots, and on S by Lot 4,  
 and W by the Horseback

40 acres

Lot 9

134 acres

4-25-1884 999 To: James C. Moore of East Cambridge, Mass.  
 170-46 From: State of Maine (Leonard Peabody) \$134

(Index Card in State Forestry Dept. says 5-2-84)  
 Begin at stake 2 rods from center of Houlton Road,  
 running 246R SSW to a stake on the rear line of  
 said lot, then 80R SW to a stake in said rear line,  
 then 280R NSE to a stake 2 Rods from center of  
 Houlton Road, then along road 80R to begin.

6-22-11 Will From: James C. Moor of Cambridge, Mass.  
 W2-155 To: Charles Moor

8-15-28 QC To: Bessie G. Belmore of Princeton  
 377-175 From: Charles H. Moore of Waite \$1

4-27-44 QCW To: Eastern Pulpwood of Calais  
 457-47 From: Bessie G. Belmore of Princeton ample consideration

## Lot 15

186 acres

- 6-27-1885 999 To: Irving R. Todd \$186  
 (This is on index card in Forestry Dept. Could not  
 locate in Washington County Registry of Deeds.)
- 7-26-89 W To: Ferdinand Mercier of Princeton  
 187-418 From: Irving R. Todd of Milltown, N. B. \$250
- Begin W. side Houlton Rd., 2 rods from center, then 292R  
 S65W to stake on rear line of lot, then 106R S25E to a  
 stake on said rear line, then 320R N60E to a stake on  
 west side of Houlton Rd. 2 rods from center of road, then  
 80 rods along road to begin. (Says land from Leonard  
 Peabody 999 years - 6-27-85) (For will to Mercier heirs, see  
 Capt. Lewey Farm - Ferdinand Mercier.)
- 10-29-00 Mortgage Deed  
 230-429 To: George Downes and S. S. Pineo  
 From: Waldo and John B. Mercier of Princeton
- 7-24-03 W To: Leander and Howard Horsman of Princeton  
 256-323 From: Mary C. Waldo, John Mercier of Princeton and  
 George Downes and S. S. Pineo of Calais \$465
- 12-12-30 QC To: Jesse C Hors man of Princeton  
 387-184 From: Leander R. & Read C. Hors man of Princeton \$1 + value
- (Described as above except says Begin W side of Houlton  
 Road instead of 2 rods from center.)
- 7-15-36 Will To: Mary L. Horsman, wife of Jesse C. Horsman  
 W4-407 All his real estate
- 10-26-43 QC To: Earl W. Spaulding of Hampden  
 449-260 From: Mary L. Horsman of Princeton, Maine \$1 + value

## Lot 21

141 acres

1-24-1884 999 To: Ferdinand Mercier of Princeton  
 201-73 From: State of Maine (Leonard Peabody)  
 Approved by Governor and Council 6-13-90

Begin at stake 2 rods from center of Houlton Rd., then  
 288R S60W to a stake on the rear line of said lot, then  
 80R S30E to a stake on said rear line, then 288R N60E to  
 a stake 2 rods from center of said Houlton Rd., then 80R  
 along said road to place of begin. (For will to Mercier heirs,  
 see Capt. Lewey Farm - Ferdinand Mercier.)

10-29-00 Mortgage Deed

230-428 To: George Downes and S. S. Pineo of Calais  
 From: Waldo and John B. Mercier of Princeton

7-24-03 QCW To: Albert P. Belmore of Princeton  
 256-198 From: Mary C., Waldo W. and John B. Mercier of Princeton  
 and George Downes, S. S. Pineo of Calais \$456 for  
 lots 21 and 36

9-1-05 QCW To: Leander R., Jesse C., and Hiram L. Horsman of Princeton  
 263-416 From: Albert P. Belmore of Princeton \$150

9-1-31 QC To: Jesse C. Horsman of Princeton  
 387-343 From: Hiram L. Horsman of N. Grafton, Mass. and Leander  
 R. Horsman of Princeton \$1 + value

7-15-36 Will To: Mary L. Horsman  
 W4-407 From: Jesse C. Horsman, her husband  
 All his real estate

10-26-43 QC To: Earl W. Spaulding of Hampden  
 449-260 From: Mary L. Horsman of Princeton

Lot 23

148 acres

4-6-1887 999 To: Ferdinand Mercier of Princeton  
201-74 From: State of Maine (Stephen Peabody) \$148

Begin at a stake 2 rods from center of Houlton Rd., then  
280R S60W to a stake on rear line of lot, then 80R S30E to  
a stake on said rear line, then 304 R N60E to a stake 2 rods  
from Center of Houlton Rd., then along road 80R to begin.

For will to Mercier heirs, see Capt. Lewey Farm - Ferdinand Mercier

10-29-00 Mortgage Deed To: George Downes and S. S. Pineo  
230-428 From: Waldo, John Mercier of Princeton

7-24-03 W To: Orin Kneeland of Princeton  
256-227 From: Mary C., Waldo W., John B. Mercier of Princeton  
and George Downes, S. S. Pineo of Calais

8-6-10 W To: Leander R., Jesse C., Hiram L. Horsman of Princeton  
275-595 From: Orin Kneeland of Princeton \$250

9-1-31 QC To: Leander R. Horsman of Princeton  
387-344 From: Hiram L. Horsman of North Grafton, Mass. and Jesse  
C. Horsman of Princeton \$1 + value

6-8-43 W To: Earl W. Spaulding of Hampden  
449-50 From: Walter B. Horsman of Augusta \$1 + value

## Lot 30

142 acres (139.5)

12-23-1884 999 To: Ferdinand Mercier  
201-72 From: State of Maine (Stephen Peabody) \$142  
Approved by Governor and Council 6-13-90

Begin at stake 2 rods from center of Houlton Rd., then  
284R N60E to stake on rear line, then 80R S30E to stake  
on said rear line, then 284R S60W to stake 2 rods from  
center of Houlton Road.

(For will, see Capt. Lewy Farm - Ferdinand Mercier)

10-29-00 Mortgage Deed To: George Downes and S. S. Pineo of Calais  
230-428 From: Waldo and John B. Mercier of Princeton

7-24-03 W To: Howard A., Leander R. Horsman of Princeton  
256-322 From: Mary C., Waldo W. and John B. Mercier of Princeton

4-15-24 W To: Jesse Horsman of Princeton  
358-112 From: Leander R. Horsman of Princeton \$1 + value  
interest in Lot 30

4-15-24 W To: Jesse C. Horsman of Princeton  
358-113 From: Reed C. Horsman as administrator of estate of Howard  
A. Horsman of Princeton \$75  
interest in Lot 30

12-17-30 QC To: Marion P. Horsman of Princeton  
387-185 From: Jesse C. and Leander R. Horsman from Princeton \$1 + value

142 acres

2-5-51 QC To: Earl W. Spaulding of Hampden and Church Furbish of  
500-80 Princeton  
From: Marion Nelson of Princeton \$1 + value

1-22-59 W To: Carleton E. Davis and Glenna L. Davis of Cooper  
558-180 From: Earl Spaulding and Church Furbish of Princeton \$1 -\$5,000  
Described as above except now reads begin east side  
of Houlton Road instead of 2 rods from center.

1-10-59 W To: Carleton E. Davis Inc., Cooper,  
563-496 From: Carleton and Glenna Davis of Cooper \$1 + value

8-31-61 W To: St. Croix Pulpwood of Woodland  
584-11 From: Carleton E. Davis, Inc. \$1 + \$1,000

## Lot 31 and Lot 33

34.5 acres

2-25-1890 QC To: Stephen L. Peabody of Princeton  
 186-318 From: State of Maine (Cyrus Packard)  
 By Council Order 2-11-90 Journal 1890 P. 17 see also: 23-242  
 Land Office Records  
 Refers to Dana Plan for description

"Grant, bargain, sell and convey ... all the States rights  
 in and title to..." These lots are full payment to  
 Leonard Peabody who died in 1886, and Stephen Peabody for  
 his services to 12-10-89, as agents for said Indian Lands.

9-4-18 W To: Walter M. Allen of Princeton  
 331-256 From: Edith and Gertrude Peabody sole surviving heirs under  
 will of Stephen and Georgia Rose Peabody, husband and  
 wife. value + \$5

4-13-20 Will To: Laura Hodsdon housekeeper of Walter M. Allen  
 W3-61

1-21-24 QC To: Eugene Mckechnie of Princeton  
 358-58 From: Laura E. Hodsdon of Princeton \$1 + value

11-27-51 W To: Eastern Pulpwood Co., Woodland  
 508-43 From: Eugene Mckechnie of Princeton \$1 + value

## Lot 32

1-17-1884 999 To: Amanda D. Legacy of Princeton  
 201-125 From: State of Maine (Leonard Peabody) \$139

Begin at stake 2 R from center of Houlton Rd., then 28OR  
 N60E to stake on rear line of said lot, then 8OR S31E to  
 stake on said rear line, then 276R S60W to stake 2R from  
 center of Houlton Rd., then along road 8OR to begin.

12-23-01 W To: Winfield Ward Legacy of Boston, Mass.  
 240-573 From: Benjamin F. Legacy, of Lawrence, Mass. \$1

10-5-09 W To: Jesse C. Horsman of Princeton  
 287-20 From: Winfield Ward Legacy of Brookline, Mass. \$1. + value

10-9-09 W To: Eastern Pulpwood of Calais  
 287-18 From: Jesse C. Horsman of Princeton \$1 + value

4-15-11 W To: H. A., Leander R., and Jesse C. Horsman of Princeton  
 292-588 From: Eastern Pulpwood, Calais \$300

12-17-30 QC To: Leander R. Horsman of Princeton  
 387-183 From: Jesse C. and Reed C. Horsman of Princeton \$1 + value  
 Described as above except now reads: "E side of H. Rd."  
 instead of "2 rods from center."

6-8-43 W To: Earl W. Spaulding of Hampden  
 449-50 From: Walter B. Horsman by will from Leander R. Horsman  
 Subject to an easement to Highway Dept. 437-164

Lot 34

137 acres (144 ac.)

- 1-10-1884 999 To: Louis Legacy of Princeton  
162-401 From: State of Maine (Leonard Peabody) \$137  
Approved by Governor and Council 6-13-90
- Begin at stake 2 rods from center of Houlton Rd., then  
276R N60E to stake on rear line of lot, then 80R  
S31E to a stake on the rear line, then 272R S60W to stake  
2 rods from center of Houlton Rd. then along road 80R to  
begin.
- 10-17-91 W To: Stephen Legacy of Princeton  
200-164 From: Louis Legacy of Princeton \$150
- 1-19-00 W To: L. McKechnie and son of Princeton  
233-352 From: Stephen Legacy of Princeton \$82.50  
Mortgage Deed 137 ac. Discharge 5-16-02
- 5-16-02 Mortgage Deed To: James Blenkhorn of Princeton  
245-208 From: Stephen Legacy of Princeton \$126  
Discharged 5-13-04
- 5-6-04 Mortgage Deed To: Willard A. Bates of Princeton  
262-22 From: Stephen Legacy of Princeton \$160
- 12-19-05 Discharge of mortgage to Bates  
261-189
- 12-19-05 W To: Eugene C. McKechnie of Princeton  
266-547 From: Stephen Legacy of Princeton \$1,000
- 7-1-58 Will of Eugene C. McKechnie of Princeton authorizes Ralph Cole to  
W6-493 sell any part of his real estate.
- 10-31-58 To: Eastern Pulpwood Co. of Woodland  
556-343 From: Ralph Cole as executor of will of Eugene C. McKechnie  
137 ac. \$5,000 - includes other lots

## Lot 36

135 acres

12-24-1884 999 To: Jonathan N. Fitch of Princeton  
180-360 From: State of Maine (Leonard Peabody) \$135

Begin at stake 2 rods from center of Houlton Rd.,  
then N60E to a stake on rear line of said lot, then  
80R S31E to a stake on rear line, then 272R S60W to a  
stake 2 rods from center of Houlton Road, then 80R  
along said road to begin.

12-23-92 W To: Waldo and William Mercier of Princeton  
205-552 From: John N. Fitch of Princeton \$240

10-29-00 Mortgage Deed To: George Downes and S. S. Pineo of Calais  
230-428 From: Waldo and John Mercier of Princeton

7-24-03 W To: Albert P. Belmore  
256-198 From: Mary C., Waldo W., John B. Mercier of Princeton and George  
Downes and S. S. Pineo of Calais \$450 - includes  
lot 21

4-27-44 W To: Eastern Pulpwood of Calais  
457-46 From: Albert P. Belmore of Princeton Ample Consideration



Lot 39 <sup>Lot</sup> ? 38

57

185 acres

1-10-1884 999 To: Georgia Anna Rose of Princeton  
170-44 From: State of Maine (Leonard Peabody) \$185

Begin stake 2 rods from center of Houlton Rd., then  
380R S60W to stake on rear line of lot, then 80R  
N30W to stake on said rear line, then 368R N60E to  
stake 2 rods from center of Houlton Rd., then 80R along  
Road to begin.

9-4-18 W To: Walter M. Allan of Princeton  
331-256 From: Edith R. and Gertrude Peabody sole surviving heirs  
of Stephen and Georgia Rose Peabody Value + \$15

4-13-20 Will To: Laura Hodsdon, housekeeper of Walter M. Allan  
W3-61 All his real estate

1-21-24 QC To: Bessie G. Belmore  
358-59 From: Laura E. Hodsdon of Princeton \$1 + value

4-27-44 To: Eastern Pulpwood of Calais  
457-47 From: Bessie G. Belmore of Princeton Ample Consideration

Except part conveyed by me to State 437-169  
(Highway Dept.)

## Lot 41

194 acres

8-4-84 999 To: Scott Chapman and Harry Devitt of Waltham, Mass.  
170-46 From: State of Maine (Leonard Peabody)

Begin at stake 2 rods from center of Houlton Road, then S60W 380R to a stake on rear line, then S31E 80R to a stake on said rear line, then 396 R N60E to a stake 2 rods from center of Houlton Road, then along road 80R to begin.

4-2-95~ QC To: Waldo, William F., John B. Mercier of Princeton  
219-56 From: Scott Chapman of Waltham, Mass. and Harry Devitt of  
Prescott, England \$327

10-29-00 Mortgage Deed To: George Downes and S. S. Pineo of Calais  
230-428 From: Waldo W. and John B. Mercier of Princeton

7-24-03 W To: Fred A. and Charles E. Johnson of Princeton  
256-202 From: Waldo W. and John B. Mercier of Princeton and George  
Downes and S. S. Pineo of Calais \$344

Lot 41 as per survey and plan made by Louis D. Washburne  
for State of Maine.

12-18-16 Will From: Fred Johnson to Mary C. Johnson  
W2-367

9-9-42 Will From: Charles E. Johnson  
W5-135 To: Abbie D. Johnson

6-4-63 Will From: Abbie D. Johnson  
W7-174 To: William F. Johnson

## Lot 51 and Lot 53

6-4-1890 QC To: Willis R. Dresser of Princeton  
 226-12 From: State of Maine (Cyrus Packard - Public Land Agent)  
 By Council Order 5-14-90 (Journal 1890 p. 65)  
 Lot 53 give, grant, bargain, sell, convey, all the states  
 right, title and interest. Refers to Dana Survey for  
 description. 160 acres See Also: Land Office  
 Records 23-244

12-2-1890 QC To: Willis R. Dresser of Princeton  
 226-13 From: State of Maine (Cyrus Packard)  
 By Council Order 7-29-90 and \$194  
 Lot 51 give, grant bargain, sell, convey, all the State's  
 right, title, and interest. Refers to Dana Survey for  
 description.  
 170 acres See also: Land Office Records 23-250

7-2-01 Mortgage Deed To: Osborn Crosby of Princeton  
 241-387 From: Willis R. Dresser of Houlton and David Dresser, Jr. of  
 Princeton \$600

Discharged 1-26-17

2-12-92 W To: David Dresser, Jr. of Princeton  
 200-348 From: Willis R. Dresser of Princeton \$194  
 Lot 51

11-22-16 Sold for taxes to State of Maine \$12.71  
 3-102 Tax Deeds

2-5-25 Reconveyed by State of Maine  
 27-264 Tax Deeds To: David Dresser \$1 + value  
 377-344

1-7-29 Heirs of David Dresser convey all his real estate to Willis R. Dresser  
 377-300 \$1 + value

3-11-29 W To: Earl W. Spaulding of Princeton  
 383-574 From: Willis R. and Lucy L. Dresser of Calais \$1+ value  
 330 acres

(Note: Spaulding sells 8.3 acres to Slipp and retains the rest as the  
 present owner.)

8.3 acres This is Lot 12 on Tax Map

5-25-46 W To: Mahlon E. and Paul J. Slipp of Princeton  
 471-37 From: E. W. Spaulding of Hampden

Begin at point marked by post and stones on west side of  
 Houlton Road being 12c76L S from NE corner of Lot 51, then S19E  
 13c20L along line of Road to post and stones, then S72° 30'W  
 6c36L to a post and stones, then N19W and parallel to the second  
 dimension 6c36L to place of begin.

9-24-49 W To: Alfred M. Nason  
 493-259 From: Mahlon E. and Paul J. Slipp \$1 + value  
 (Note: Nason sells three lots totaling 1.3 acres and numbered  
 Lots 13, 14, and 16 on Tax Plan)

## Lot 51 and Lot 53 (continued)

Lot 13 .4 acres

5-7-55 W To: Stephen Mulholland of Princeton  
537-107 From: Alfred Nason of Princeton \$1 - 2,500

Begin at SE corner of land conveyed by Nason to Tait, then Sly 113' and being an extension of the Ely boundary of Tait Lot, then at right angles 9R in Wly direction, then at right angles 113' Nly, and parallel to first mentioned boundary, then at right angles Ely 9R along Sly boundary of Tait Lot to begin.

6-13-60 W To: Dale E. Seamans of Indian Township  
567-444 From: S. Mulholland of Princeton \$1 - 3,500

Lot 14 .4 acres

4-26-55 W To: Robert Tait of Indian Township  
530-516 From: Alfred M. Nason of Princeton \$1 + value

Begin at corner post marking SE corner of within conveyed lot, said post being 9R13' from edge of U.S. Route 1 more or less, and 27R11' from south line of land of Alfred Nason, then NEly and parallel to U.S. 1 7R to a corner post, then at right angles to first mentioned boundary and in westerly direction 9R to another corner post, then at Right angles and parallel with U. S. 1 7R to a corner post, then at right angles and in easterly direction 9R to corner post which is the beginning.

12-18-61 W To: Charles A. and Patricia M. Bridges of Eastport  
580-195 From: Robert L. Tait of Indian Township \$1 + 3,500

Lot 16 .5 acres

2-11-66 QC To: Robert C. and Lily L. Desjardin of Princeton  
627-45 From: Alfred Nason of Princeton \$1 + value

Begin at wooden post in Sly line of D. Seamans which is 240' from Wly side line of U.S. 1, then parallel to U.S. 1 in a Sly direction 93' to a wooden post, then at right angles Ely 240' to a wooden post then Nly along U.S. 1 93' to wooden post then Wly at approx. right angles 240' to point of begin.

## NOTES ON THE CAPTAIN LEWY FARM LOTS

There are two divisions of the Lewy Farm. One is the original laying out of lots to the Lewy Heirs known as the Gardner Plan done in 1868. The other is the present State Tax Plan #2 of Indian Township done in 1959 by the Sewall Co. of Old Town. In this report lots shown on the Gardner Plan are abbreviated e. g. Lot 11 G. Pl. Lots on the Tax Plan are abbreviated e. g. Lot 3 Tr. P. Unfortunately the descriptions of some of the lots shown on the Tax Plan are tied to the Gardner Plan Lots. The result is confusing and is discussed below. Camp lots sold from Lot 1 Tr. P. are abbreviated e. g. Lot 7K.

It appears that Captain Lewy died some time in the 1860's. Following are the actions by the Governor and Council and the Legislature in dealing with the Lewy Farm.

- C. O. 16 2-18-1868 Register p. 12  
Refers papers and petitions from heirs back to joint standing committee of the Legislature on Indian Affairs with recommendation that they appoint a Commission to settle the matter.
- C. O. 364 11-28-68  
Recommends payment to Commissioners sent to settle claims.
- C. O. 365 11-28-68  
Pays John Gardiner for surveying and dividing the Lewy Estate.
- C. O. 376 12-5-68  
Report of Commissioners and plan of division is to be placed in the files.  
(Note: C. O. 376 missing from file in Sec. of State's Office Summer 1968)

1868 Resolves C. 235

That the Governor and Council are hereby authorized to appoint a commission, consisting of not more than three competent persons, who shall be empowered to examine and decide upon the claims of the heirs of the late Captain Lewy, an Indian of the Passamaquoddy Tribe, to their respective rights in the estate left by said Captain Lewy at the time of his decease.

1871 Resolves C. 234

That the heirs of the late Captain Lewy, of the Passamaquoddy Tribe of Indians, namely Tomah Lewy, Francis Lewy, Athean Lewy, Sanole Soul Lewy, and Salley Lewy, or either of them, or their heirs, are hereby authorized and allowed to lease their interest or share in the Captain Lewy farm lot, in the Indian Township, in the county of Washington, for such term of years as they or either of them may agree upon, and their lease of same shall be considered a legal and valid conveyance; but no lease made by said heirs, or by any of them, shall be deemed valid or have any force until such lease shall have been approved by the Governor and Council, both as to the length of

the lease and the consideration paid or to be paid therefor.

The Gardner Plan, which is the official division among the Lewy Heirs, lays out lots only on the East side of the Houlton Road. This is important since both the Indians and the State in several deeds attempt to transfer lands located on the West side of the Road.<sup>1</sup> Much broader claims to such lands are made in several more recent deeds.<sup>2</sup>

All the land on the west side of the road is occupied by Indians with the exceptions of Lot 3 and Lot 10A on the Tax Plan. Lot 3 was sold by the State in 1897. Lot 10A was part of a lot sold to Ken Savage in 1958 and represents the first attempt to exercise claims to the west side of the Road by right of original leases by the Indians.

The Gardner Plan divided the lands on the East side of the road into 12 lots. With the exception of Lot 8 G. Pl. conveyances were found from Indians to non-Indians and are shown on the following pages. Although authorized by neither the Treaty nor the Resolve relating to the Lewy Farm, four of the conveyances are by warranty deed.<sup>3</sup> With two exceptions all the Gardner Plan lots were transferred in the 16 year period from 1871 to 1886 inclusive.

Ferdinand Mercier, an extensive dealer in real estate, obtained all of the Lewy Farm but two parcels in Lot 10 G. Pl. which are presently Lots 7 and 8 on the Tax Plan. No specific claims are made to lands on the west side of the Houlton Road at the time of his death in 1891.

His estate passed finally to Harriette Tuell, his daughter, and from her to what seem to be her son and his wife.

Harriette began selling off lots in 1919, though most were sold after World War II by her and subsequently by H. Quimby and Geraldene Tuell.

In 1924<sup>4</sup> a subdivision was made of the Tuell property along the W. Branch of the St. Croix into camp lots averaging about 130' in depth. This subdivision known as Kennebasis Park, was later extended around the east side of the Tuell property as shown on Tax Plan #2. All sales of these lots are by warranty deed.

The Kennebasis Lots, the McKechnie Mill Lot, the Tuell property, the lands sold by them, and the two parts of Lot 10 G. Pl. never held by the Merciers make up the Lewy Farm as shown on Tax Plan #2.

It should be noted that most of the Lewy Farm has been flooded by the flowage from the Grand Falls Dam. The original Lewy Farm was roughly a square of 230 acres.<sup>5</sup>

One curiosity that should be mentioned is a 2 acre lot (shown here with Lot 9 Tx. Pl.) quit claimed from the Merciers in 1900 and later divided in two. I was unable to find any record of its returning to the Tuells before they sold Lot 12 G. Pl. to Ken Savage in 1958.

Questions arising from the Lewy Farm:

- 1) Did Captain Lewy, a Passamaquoddy Indian, have a right to acquire a claim to any part of the Reservation since individual allotments have never been made on the Passamaquoddy Reservations?
  - 2) What right did the State have to empower the Lewy heirs to lease the Lewy Farm?
  - 3) What is the validity of the several warranty deeds from Indians to non-Indians?
  - 4) What is the validity and equity of 999 year leases? What is the equity of a 999 year lease with no annual rent?
  - 5) What is the validity of claims to the lands on the West side of the Houlton Road considering the fact that the Gardner Plan distributes lots only on the East Side?
  - 6) By what right did the State sell, or is it a quit-claim, the McKechnie Mill Lot? Certainly not by the Resolve which permitted leasing of the Lewy Farm and then only by the heirs of Captain Lewy? Also this lot (Lot 5 Tx. Pl.) is located on the west side of the Houlton Road.
  - 7) What is the validity of warranty deeds based on 999 year leases?
-

NOTES

65

<sup>1</sup>See: Lot 3 Tx. P. 224-229  
Lot 6 G. Pl. 201-71  
Lot 9 G. Pl. 201-70  
Lot 10 G. Pl. 199-525  
Lot 10 G. Pl. 199-526  
Lot 11 G. Pl. 201-70  
Lot 12 G. Pl. 199-527

<sup>2</sup>See: F. Mercier Estate  
464-531, 484-247, 529-25  
These deeds not only claim  
nearly all of the West Side  
of the Houlton Road, they  
claim three lots never held  
by the Merciers. See note  
to 464-531

Also see: Lot 9 Tx. P. 553-337  
Lot 10A Tx. P. 589-107

<sup>3</sup>See: Lot 1 G. Pl. 200-274  
Lot 10 G. Pl. 199-525  
Lot 10 G. Pl. 199-526  
Lot 10 G. Pl. 263-54

<sup>4</sup>Edgerly Plan December, 1924

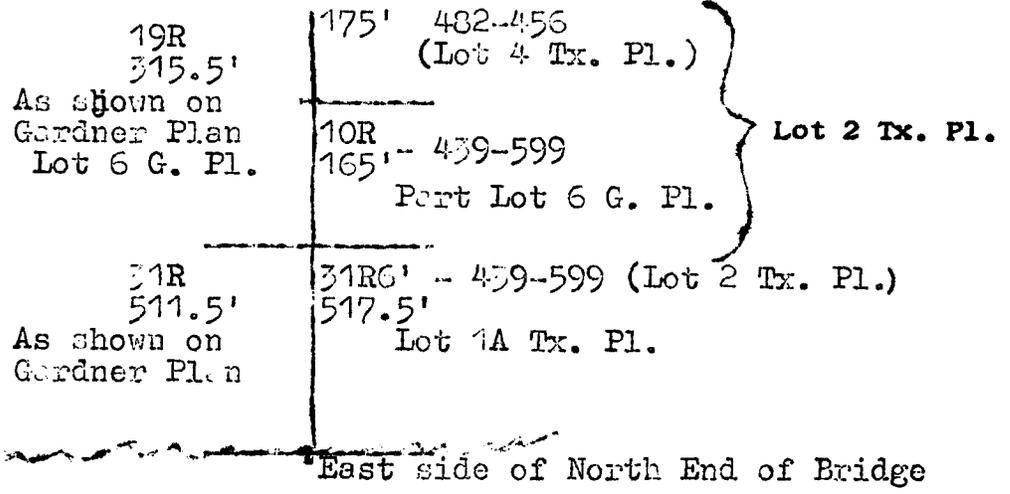
<sup>5</sup>William Dana in his survey book describes the Lewy Farm as containing 440 acres and having as its North boundary the South line of Lot 52 D. Pl. This is incorrect as the deeds, and the Gardner Plans now show. There is a strip of land about 775 feet wide between the North Side of the Lewy Farm and the South line of Lot 52. This is mentioned since Dana's description is cited in several reports.

See next page for notes

		-----North Side of Lewy Farm	
Lot 12 G. Pl.	38R 627' 199-527 (Lot 12 G. Pl.)	58R---553-337 627' (Lot 9 Tx. Pl.) This is Lot 12 G. Pl. presently part of Lot 9 Tx. Pl.	
Lot 11 G. Pl.	18R 297' By subtraction	795.5' by subtraction This lot includes all of Lot 11 G. Pl. and part of Lot 10 G. Pl. It appears to be conveyed as part of the present Lot 9 Tx. P. 553-337	
<u>Gardner Plan Lots</u>			<b>TAX PLAN LOTS</b>
Lot 10 G. Pl.	54R 391' By calculation from deeds shown under Lot 10 G. Pl. and acre- age given on G. Pl. 60R on N and S side times X = 3240 sq. R. X = 54R		
		178.1---419-212 Lot 8 Tx. Pl. Nly 1/5 of Lot 10 G. Pl.	
		265-54 181.5' Lot 7 Tx. Pl. - Part Lot 10 G. Pl.	
		Part Lots 9, 10 G. Pl.	
Lot 9 G. Pl.	40R 660' 128-376 128-379 (Lot 9 G. Pl.)	20R - 356-109 330' Lot 6 Tx. Pl.	
		130.5' - by subtraction Lot 5 to bridge	
		200' 482-456 Lot 4 Tx. Pl.	

(cont. on next page)

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Both the Gardner Plan and the Tax Plan agree that the distance from the bridge to the North Side of the Lewy Farm is 200 rods along the Houlton Road. On the right side of the line are shown the lots and their frontage on the road as they should appear on the Tax Plan. On the left side is shown the Gardner Plan lots and their frontage. The source for each frontage is given.

The present Tax Plan lots which are tied to the Gardner Plan for their descriptions in whole or in part are Lots 2, 6, 7, 8, 9, 10A, Tx. Pl.

Lot 2 Tx. Pl.

The deed 439-599 gives the SW corner of the lot as 31R6' from the Bridge and says the lot is part of Lot 6 G. Pl. However, the SW corner of Lot 6 G. Pl. is shown on the plan as being 31R from the bridge. If the SW corners of Lot 6 G. Pl. and Lot 2 Tx. P. are the same, there would be a six foot error from there on up the road.

Lot 6 Tx. Pl.

The deed 356-109 states that this is part of lots 9 and 10 G. Pl. A look at the left side of the line seems to confirm this. The question is how did any of Lot 10 G. Pl. become part of this lot?

Lots 7, 8, part 9 Tx. Pl.

All three deeds claim to convey parts of Lot 10 G. Pl. Lot 10 G. Pl. was laid off to San or Salley Lewy, a daughter of Captain Lewy. She died before alienating any of it and it was divided up among her children. The problem is to determine just whom her children were and then to untangle the transfers from them to non-Indians. I have tried without success to lay out the division from the descriptions in the deeds given in Lot 10 G. Pl.

Also there are four deeds from Indians to non-Indians transferring four strips of Lot 10 G. Pl. (assuming none are duplicates) totaling 715.5' of frontage on the Houlton Road. However, as shown on the Left side the frontage of Lot 10 G. Pl. is approximately 891'. This leaves a strip of land 175.5' unaccounted for. The only clue I can offer is that each of the other lots are of about the same frontage and 419-212 (Lot 8 Tx. P.) does mention one of the strips as being the Nly one-fifth of Lot 10 G. Pl. implying, perhaps, a five way division.

Obviously confirmation of the location of these lots rests on clearing up this confusion. It is quite possible that more information can be obtained from the Indians and from the non-Indian claimants.

Possible children of Salley Lewy are Martha Francis, wife of Nicholas Lolar, Josephine Pond, Charles Pond, Julliam Molly, wife of Joe Mell. There are also deeds from Nuel Francis, husband of Mary Francis, and Sebattis Francis transferring parts of Lot 10 G. Pl.

The Tax Plan incorrectly shows the frontage of Lot 6 as approximately 475'. The deed 356-109 says 330' and this seems

to be consistent with the other frontages. The error is on the north side.

Part Lot 9 and Lot 10A Tx. Pl.

Lot 10A is included in Lot 9 553-337 as part of item 2. The question of the validity of title to lands on the west side of the Houlton Road has already been raised. The question here is the location of items 3 and 5 in 553-337. Item 3 is Lot 11 G. Pl. I could not find an exact description in any deed. Its size is given as 8 acres in this deed, but it is difficult to calculate anything from this since it is not clear if the North and South sides of the lot are 60 rods or 63 rods. Furthermore, there is an obvious error in the list on the Gardner map giving the acreage of each lot. Item 5 is some part of Lot 10 G. Pl. See previous note.

There seem to be several other errors on the Tax Plan.

1) Lot 2 Tx. Pl.

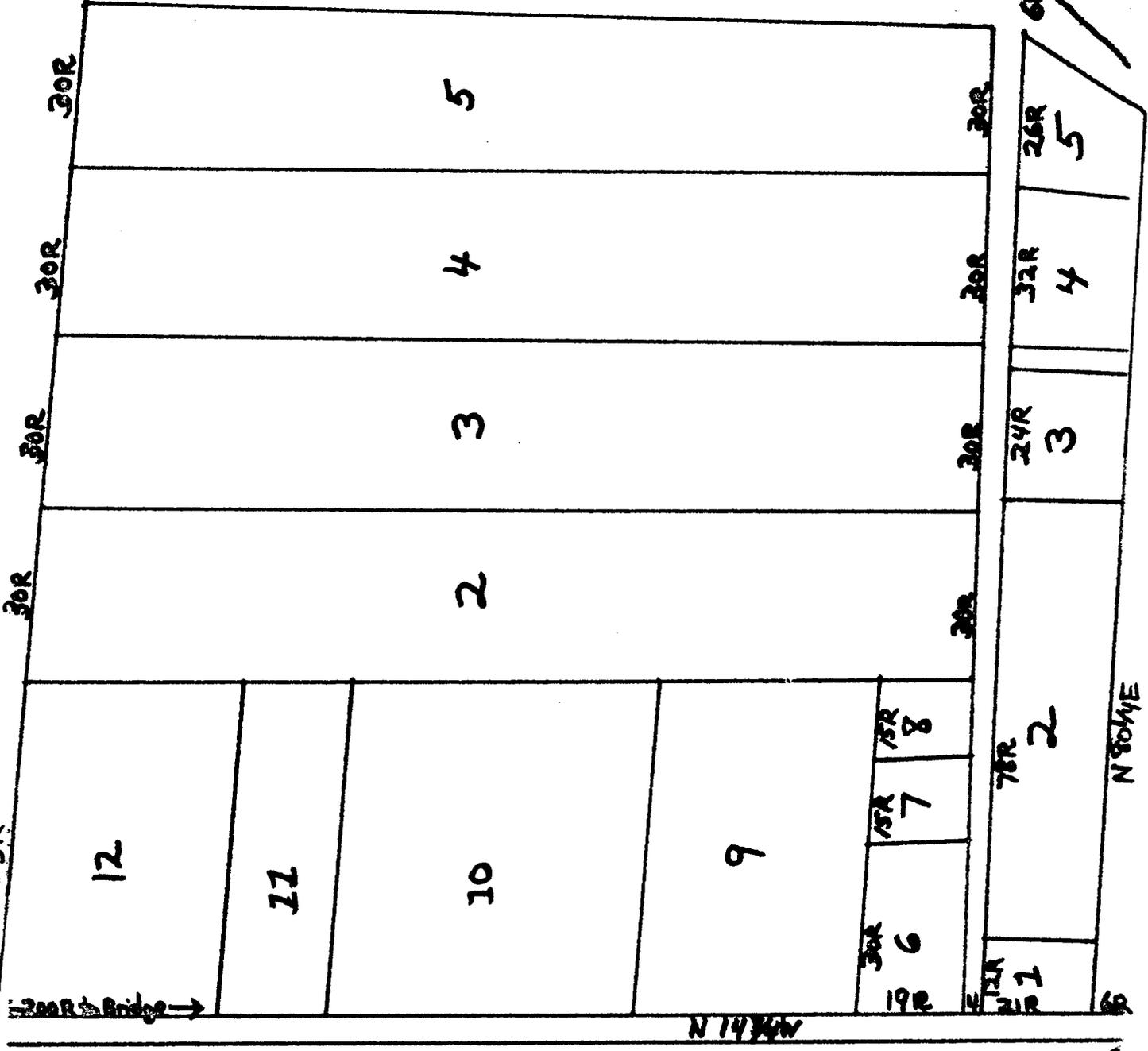
501-355 describes the Eastern boundary of this lot as being parallel to the Houlton Road. The Tax map shows the Eastern boundary as being an angle from the Houlton Road and part of a line taken from the flowage.

2) Lot 6 Tx. Pl.

356-109 seems to set the east boundary as the line drawn from the flowage as shown on the Tax Plan. However, the dimensions given seem to construct a rear line that would be at an angle different from that of the flowage line.

3) Some deeds such as 224-229 (Lot 3 Tx. P.) give bearings for the Houlton Road. These bearings differ in various deeds. They have an obvious bearing when one tries to draw the various lots on one map. See the Gardner Plan for another example.

65R



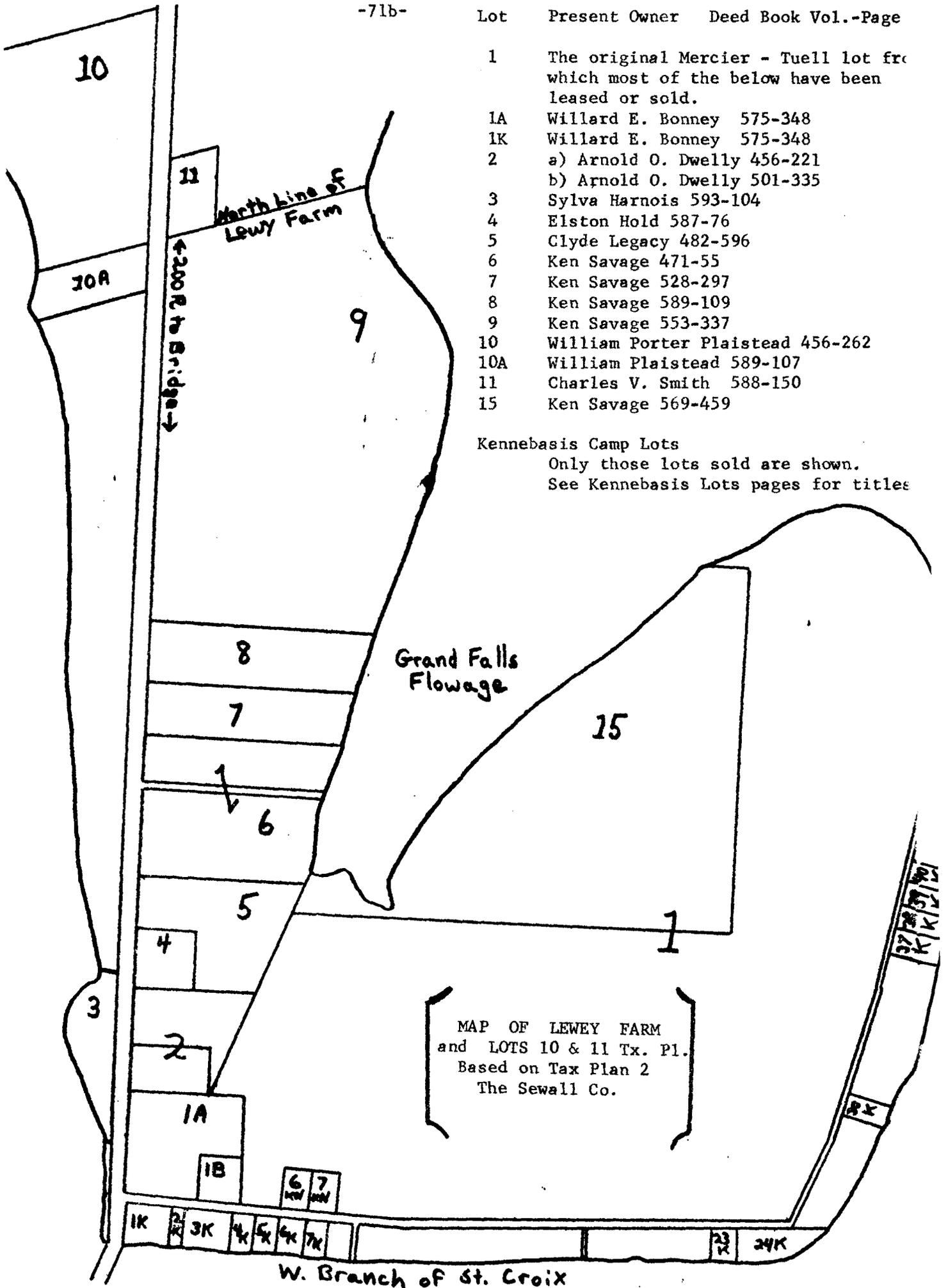
PLAN OF LEWY FARM  
 JOHN GARDNER  
 8-21-1868

Lot Num.	Acres	Quarters	Rods	Names to each Lot
1	1	2	12	San Ovid Soul Lewey
2	41	3	08	Sabbittis Lewey
3	34	2	34	Francis Lewey
4	35	3	02	? Lewey
5	34	0	30	Athen Lewey
6	3	2	10	Tomer Lewey
7	1	3	5	Francis Lewey
8	1	3	5	Sally Lewey
9	15	0	0	Athen Lewey
10	20	0	40	Sally Lewey
11	0	3	00	Francis Lewey
12	14	1	00	San Ovid Lewey

- 1 The original Mercier - Tuell lot from which most of the below have been leased or sold.
- 1A Willard E. Bonney 575-348
- 1K Willard E. Bonney 575-348
- 2 a) Arnold O. Dwelly 456-221  
b) Arnold O. Dwelly 501-335
- 3 Sylva Harnois 593-104
- 4 Elston Hold 587-76
- 5 Clyde Legacy 482-596
- 6 Ken Savage 471-55
- 7 Ken Savage 528-297
- 8 Ken Savage 589-109
- 9 Ken Savage 553-337
- 10 William Porter Plaistead 456-262
- 10A William Plaistead 589-107
- 11 Charles V. Smith 588-150
- 15 Ken Savage 569-459

Kennebasis Camp Lots

Only those lots sold are shown.  
See Kennebasis Lots pages for titles



MAP OF LEWEY FARM  
and LOTS 10 & 11 Tx. P1.  
Based on Tax Plan 2  
The Sewall Co.

GARDNER PLAN LOTS

Lot 1 G. Pl.

12-11-1891 W  
200-274To: Ferdinand Mercier of Princeton  
From: Mary Josephene Lewy, Passamaquoddy Indian \$250

All my (?) homestead and lot being same  
house occupied by my Father, being a part of  
Lewy Farm.

\* \* \* \* \*

Lot 2 G. Pl.

5-13-1874 999 yrs.  
137-68

To: William Plaisted of Lincoln & W. Plaisted of Prince-  
ton  
From: Elizabeth Lewy and her son Andrew Lewy of Indian  
Twp.  
Widow and heir of Sabbatus Lewy \$500  
all Passamaquoddy Indians

Lot 2 G. Pl. lying on N. side of the W. branch of  
the St. Croix River, and bounded on the South by  
the River.

Approved by the Governor and Council 6-2-74

6-28-83 W  
162-364

To: Ferdinand Mercier of Princeton  
From: George Stetson of Bangor & Lemuel Downes of Calais,  
assignees, insolvency of William Plaisted and son.

\$2,500 (includes other lots)

Among other lots - Lot 2 G. Pl.

See Ferdinand Mercier

Lots 3, 4, 5 G.Pl.

Lot 3

4-29-1871 W To: Athean Lewy son of Cpt. Lewy Tomer  
 128-443 From: Francis Lewy of Indian Township, daughter of  
 Captain Lewy Tomer \$100  
 Lot 3 G. Pl. lying on N. side of the W. Branch of the  
 St. Croix, and extending back 200R and fronting on  
 River 30 R and containing 3/4 acres 2 quarters and 3/4R.

Lot 4

5-8-1871 W To: Athean Lewy son of Capt. Lewy  
 128-444 From: Tomer Lewy son of Capt. Lewy \$100

Lot 4 G. Pl. lying on N. side of the West Branch of the  
 St. Croix, extending back 200R and fronting on the River  
 30 R and containing 35 acres 3 quarters and 2 R.

Lots 3, 4, 5.

5-25-1871 999 To: William Stewart and Aaron Woodcock of Princeton  
 128-444 From: Athean Lewy, son of Captain Lewy \$700  
 Approved by Governor and Council 8-23-1871 v35-312 Council  
 Register.

- Being on the N. side of W. Branch of the St. Croix River,  
 bounded on the Southside by the River and back from  
 River 200R

2-8-72 999 To: Putnam Rolfe and Charles A. Rolfe of Princeton  
 130-167 From: William Stewart and Aaron Woodcock of Princeton \$350

5-13-83 988 To: Waldo W. Mercier of Princeton  
 161-545 From: Charles A. Rolfe of Princeton \$700

7-26-1886 999 To: Ferdinand Mercier  
 180-462 From: Waldo W. Mercier \$700

Lots 3, 4, 5, G. Pl. bounded on south side of said  
 lots by West Branch of St. Croix River and extending  
 back from river 200 Rods

(See Ferdinand Mercier)

Lot 6 G. Pl.

11-17-1884 999 To: Ferdinand Mercier, heir and assigns, Princeton  
 201-71 From: Frances Nicholas and Nicholas Solar (should read,  
 Lolar) \$300

- 1) Lot 6 G. Pl. with 4 acres
- 2)  $\frac{1}{2}$  Lot 9 with  $7\frac{1}{2}$  acres
- 3) All right, title, interest we have in land on west side of Houlton Road, bordering on Lake.

Meaning to convey all land opposite Lot 6 and  $\frac{1}{2}$  Lot 9.

Meaning to convey all real estate willed to us by our deceased brother Tomah Seevy dated 7-10-79. Certain other Lot 7 bounded on west by Lot 6 and on east by Lot 8. Containing 1 acre  $\frac{3}{4}$  and 5 rods.

All this in accordance with Resolve 1871 c. 7.

Done in presence of N. Horsman and William Nicholas

(See Ferdinand Mercier)

Lot 7 G. Pl.

11-17-1884 999 To: Ferdinand Mercier, heir and assigns  
201-71 From: Frances Nicholas and Nicholas Solar (should read Lolar

(See Lot 6 G. Pl. for Text)

(See Lewy Farm--Ferdinand Mercier)



Lot 10 G. Pl.

3-22-1887 W To: Nicholas Lola \$600  
199-524 From: Martha Francis Passamaquoddy Indian

A strip of land bounded on front by Houlton Road, on SE by the land now owned and occupied by Francis, wife of said Nicholas Lola, on the rear by land occupied by Ferdinand Mercier, and on the NW by land occupied by Charles and Josephine Pond, being that part of Lewy Farm which was assigned to me at the division of my mother's (Sally Francis) share of Lewy Farm at her death.

(These lands by special act belonging to Lewy Heirs)

3-12-1886 W To: Ferdinand Mercier of Princeton \$45  
199-525 From: Nuel Francis of Indian Township

1) on Ely side of Houlton Road being part of Lot 10

begin at corner of lot set off to Julian Francis, then Sly on a line of the Houlton Road 10R 13', then at right angles 60R Ely to a corner, then Nly 10R 13', then Wly to place of begin.

Containing 4 acres

2) also all my right, title, claim, and interest in lands I own on the lake opposite Lot 10 herein described.

3-12-1886 W To: Ferdinand Mercier \$45  
199-526 From: Sebattis Francis, Indian

1) Part Lot 10: begin at corner of lot set off to Nuel Francis, then Sly on a line of Houlton Road 10R 13', then at right angles 60R Ely to a corner, then Nly 10R 13', then Wly to place of begin.

4 acres

2) Also all my right, title, claim, and interest I have in lands along the lake opposite lot in the deed

10-24-1904 W To: Charles A. Rolfe and James Swan of Princeton \$550  
263-54 From: Josephine Pond and Charles H. Pond of Indian Township

Begin at stake in corner of fence at NWly corner of lot of land now owned and occupied by said Ponds and running SEly and parallel to Houlton Road 11R to a stake,

Lot 10 G. Pl. (cont.)

then at right angles SWly 60R to Houlton Road  
and begin.

Said Lot is part Lot 10      4 1/8 acres

Title of Ponds is heirship by will of their  
mother Salley Lewy.

Charles Pond shall have use of land till  
his death

(See Lot 7 Tx. Pl. for continuance of the  
title chain)

4-3-1886 999 To:      David Dresser and heirs & assigns      \$45  
180-324      From:      Jullian Molly, wife of Joe Mell of  
Passamaquoddy Tribe.

Part of my mother's share, received by me  
from her, lying between Lots allotted to  
Josephine Pond and Nicholas Francis, and  
marked Jullian on plan of division.

6 acres

marked by stakes and stone on the line of  
Houlton Road and Lake

(See Lot 8 Tx. P. for continuance of title  
chain)

Lot 11 G. Pl.

6-13-1885 999  
201-70

To: Ferdinand Mercier, Princeton, his heirs, assigns  
From: Frances Nicholas and Nicholas Solar (Should read,  
Lolar) Being Passamaquoddy Indians \$110

Grant, lease, demise, let

1) Lot 11 G. Pl. 8 acres

2) All right, title and interest we have in lands on  
west side of Houlton Road, bordering on shore of Lewy's  
Lake opposite Lot 9 G. Pl.

Lease made according to Resolve 1871  
Witnessed by Nazman Horsman

( See Lewy Farm — Ferdinand Mercier)

Lot 12 G. Pl. and Land Opposite Lot 12

3-26-1886 W  
199-527

To: Ferdinand Mercier of Princeton

\$120

From: Mary Josephine Lewy

- 1) Lot 12 G. Pl., begin on corner of Lot 11 running E63R to stake, then at right angles 38R N to a stake, then Wly 63R to corner on Houlton Road, then Sly along road to begin.

14  $\frac{15\frac{1}{2}}{160}$  acres

- 2) Also all right, title, interest in land on lake opposite Lot 12 G. Pl.

(See Lewy Farm--Ferdinand Mercier)



Lewy Farm

F. Mercier Estate (cont.)

3-7-03  
272-76Charles Rolfe assigns Mortgage (214-2) to Hattie  
B. Mercier11-24-06  
D-354

Hattie Mercier forecloses the mortgage

10-29-07  
261-465

Discharged by Hattie B. Mercier

10-29-07 W  
279-350To: Hattie B. Mercier  
From: F. Mercier & Son (Waldo W. and John B. Mercier)

All our right, title, and interest in and to that part of Lewy Farm, situate on the Nly side of the County Road, and known as the Mercier Farm consisting of 200 acres and made up partly of Lots 2, 3, 4, 5, 6, 7, 8, 9, G. Pl.

Including the Nicholas Farm so called  
Including the Pawa Pasture so called

(Note: Does this deed give Hattie any claim to lands on the west side of the Houlton Road i.e. The Princeton Strip? The descriptions in 214-2 and 230-428 above do not include any such lands since all the lots mentioned lie on the East side of the Houlton Road. What is the meaning of the phrase "situate on the Nly side of the County Road"?)

11-4-14  
317-109Flowage Permit To: St. Croix Power Co. of Calais \$300  
From: Hattie Tuell

The company did raise and repair dam across the St. Croix at Princeton thus flowing land of grantor.

Tuell sells right to flow that part of Lewy Farm situate on Nly side of County Road, and known as the Mercier Farm, consisting of 200 acres more or less, and made up partly of Lots 2, 3, 4, 5, 6, 7, 8, 9, on the Gardner Plan.

Reserves rights for future damages if dam is raised

5-29-40  
431-236Mortgage To: National Bank of Calais  
From: Hattie M. Tuell

Begin on Ely side Houlton Road at a point 156' Nly from an iron bolt in Nly end of Bridge across W. Branch of St. Croix, then Nly along E. Side of Houlton Road 10R, then Ely at right angles 22R, then Sly at right angles 10R, then Wly at right angles 22R to place of begin.  
Also Lots 1K, 2K  
Being part of land conveyed to me in 279-350

6-29-45  
463-26

Assigned to Merrill Trust Co.

1-29-47  
461-243

Mortgage on Lot 1K is discharged

1-13-49  
462-316

Discharge on remainder of Mortgage

(Note: the lot mortgage is about one-third smaller than but roughly fits the bounds of the present Lots 1A, 1B, 1K, 2K as shown on the Tx. Pl. 2 of Lewy Farm)

Lewy Farm

F. Mercier Estate (cont. )

4-2-46 W To: H. Quimby and Geraldene Tuell  
464-531 From: Harriette M. Tuell of Princeton

Begin at cedar stake at NW corner of Lot 7K, then at right angles to Nly line of 7K, to Nly line of Lewy Farm, crossing Houlton Road to Lewy Lake, then Sly along lake to a point 129'N of north end of bridge across W. Branch of St. Croix, then Ely along Nly lines of Lots 1K, 2K, 3K, 4K, 5K, 6K

Being part of Lewy Farm conveyed to me in 279-350

(Note: This deed is very interesting. It was made at a time when there was still a mortgage on a small part of it - 431-236 above. It claims an area which includes all the McKetchnie Lot sold by the State in 1897 presently Lot 3 Tx. Pl. Furthermore, it includes two lots on the East side of the Houlton Road. Presently Lots 7 and 8 Tx. Pl., which along with the McKetchnie lots were never held by the Merciers. This land with the same description is then twice mortgaged as shown below.)

1-10-49 Mortgage To: Merrill Trust Co. \$2,300  
484-247 From: H. Quimby and Geraldene Tuell of Princeton

Described as in 464-531 above

Discharged 8-7-52/498-295

10-23-53 To: H. Quimby and Geraldene Tuell of Princeton  
516-12 From: Harriette M. French (Tuell) of Plainville, Mass.

All land I own that is part of Lewy Farm bounded on N, E, S, by Grand Falls Flowage Lake, and on W by land of the Grantees here in.

(Note: this is the East half of the Lewy Farm and completes its transfer to H. Q. and G. Tuell)

2-8-54 Mortgage To: Harriette French (Tuell)  
529-25 From: H. Quimby and Geraldene Tuell

Described as in 464-531 above

5-30-59 A partial release of Mortgage given by H. Quimby  
558-372 and Geraldene Tuell to Harriette French (Tuell)  
of Plainville, Mass.

The lot described is the present Lot 13 Tx. Pl.  
See that lot for description.

8-13-59 Mortgage is discharged  
559-35

TAX PLAN LOTS

Lot 1A TxP also 1K and 2K

1A 2.51 acres 1K+2K .51 acres

7-21-59 W  
552-381

To: Willard E. Bonney, Jr. of Quincy, Mass. and James G. Padula  
of Quincy

From: H. Quimby & Geraldine Tuell of Indian Township

\$1 - 30,000

Begin at steel rod on E side of US 1, near intersection  
of a private way and US 1, then Sly to low water mark of  
W. Branch of St. Croix, then along low water mark Ely 129'  
to the Williams lot, then by Wly line of Williams lot 125'  
to Sly side of private way, then across way in extension of  
same line to a point on Nly side of said way, then Ely along  
Nly side of said private way a distance of 65' to the Wly  
side of a private way which runs along Wly line of Dr. Jacob  
lot, then Nly 170' to the N.W. corner of Dr. Jacob lot and  
private road, then Ely along Nly line of Dr. Jacob lot and  
private road 170' to NEly corner of Dr. Jacob lot then pro-  
ceeding Nly along line in extension of Ely line of Dr. Jacob  
lot to a point on the Sly line of land of Arnold Dwelly, then  
Wly along A. Dwelly's Sly line 380' to US 1, then Sly along  
US 1 to begin.

Meaning to convey a portion of land conveyed to within grantor  
by Harriette M. Tuell in 464-351.

Excepting the private way or street leading from US 1 to  
land of within grantors and others.

7-21-59 Mg  
557-241

To: H. Quimby & Geraldine Tuell of Indian Twp.  
From: Bonney and Padula

Foreclosed 1-21-61 by Tuells, Vol. N-312

7-23-61  
575-348

To: Willard E. Bonney of Indian Township  
From: James G. Padula of Quincy, Mass. \$1 + value

1-10-62  
559-433

Discharge by Tuells on a Mortgage given by W. Bonney, Jr.  
(Note: Did not look for the Mortgage itself.)

-----  
2 Mortgages on Lot 1K only

1-30-47  
467-555

Mortgage to Calais Federal Savings and Loan \$1100  
From: H.Q. and G. Tuell  
Discharged 8-2-49/462-401

1-2-49  
491-153

Mortgage to Calais Federal Savings and Loan \$1200  
From: H.Q. and G. Tuell  
Part of land conveyed to us in 460-121 by Hattie Tuell  
Discharged 7-2-54/498-589



## Lot 2 TxP

2 acres

(Note: Originally made up of two lots)

First Lot - 1 acre

6-18-19 W To: W. M. Allan of Princeton  
 338-295 From: Harriet M. Tuell of Indian Township \$1 + value  
 Described as 439-599 below

4-28-20 W To: Laura E. Hodsdon  
 W3-61 From: W. M. Allan

Among other lots, the lot of land owned by me situated on the Ely side of the County Road on Indian Township

10-25-41 W To: Andrew C. Swan of Princeton  
 439-599 From: Laura E. Hodsdon of Washington, D. C. \$1 - 2,500

Begin at point on E side Houlton Road 31R 6' from iron bolt on Ely side of north abutment of Bridge over St. Croix, then Ely 16R, then at right angles Nly 10R, then at right angles W 16R, then at Right angles Sly along Houlton Road 10R to begin.

And being part of Lot 6 G.Pl. bounded on N,E, and S. by land of Harriet Tuell and on west by County Road.

7-5-44 W To: Arnold O. Dwelly of Princeton  
 456-221 From: Andrew C. Swan of Princeton \$1 + value

Second Lot - 1 acre

12-15-50 W To: Arnold O. Dwelly of Princeton  
 501-355 From: H. Quimby Tuell and Geraldine Tuell of Indian Township \$1 + value

Begin at point on Ely side of Houlton Road, said point being SWly corner of lot sold by us to Cyrus McDowell in 1947, then Sly along Ely side of said road, to NWly corner of lot of land owned by Arnold Dwelly, then Ely along Dwelly's N line, to NE corner of Dwelly lot, then Sly along Dwelly's easterly line to SEly corner of Dwelly lot, then Ely on continuation of Dwelly's Sly line to center of a stone and bush line, (said row of stones and bushes being short distance behind Dwelly lot - approx. 25'), then Nly along center of said row of stones and bushes and parallel with Houlton Road, to a point opposite a continuation of McDowell Lot Sly line, then Wly to McDowell's SE corner and then along Sly line of McDowell lot to point of begin.

Bounded Nly by McDowell Lot and land of grantors, Ely by grantors, Sly by grantors and Dwelly Lot, Wly by Dwelly Lot and Houlton Road.

Being part of Lewy Farm.

Lot 3 TxPl

1 acre (2 acres)

11-18-1897 QC To: L. McKetchnie & Son of Princeton  
224-229 From: State of Maine (Charles Oak, Land Agent) \$25

See Also: 26-213 Land Office Records

All the State's right and interest to .....

Begin on Wly line of the Houlton Road, at a point  $31\frac{2}{25}$ R  
from the river front of stone abutment under north  
end of bridge across the St. Croix River at Princeton.  
Then  $S79\frac{1}{2}W$  7 R to low water mark on shore of lake. Then  
N44W 25R. Then  $N79\frac{1}{2}E$  7R to line of road. Then S14E  
along line of road 25 R to point of begin.

1  $\frac{3}{32}$  ac

Tax Deed

11-29-38 To: John P. Kennedy \$7.12  
4-530 Tax Book From: State of Maine  
For non-payment of 1936 tax

1-28-39 QC To: Clyde N. Legacy of Princeton  
428-32 From: George B. and Willard E. Mckechnie \$1 + value  
des. as 224-229 except says  $31\frac{2}{5}$  instead of  $31\frac{2}{25}$

11-7-39 QC To: Melina Perron of Suncook, N. H.  
428-373 From: Clyde Legacy of Princeton \$1 + value

3-22-40 QC To: Sylva Harnois of Princeton  
593-104 From: Melena Perron of Suncook, N. H. \$1 + value

Lot 4 Txp1

.91 acres

4-6-48 W  
482-456

To: Cyrus and Juanita McDowell of Princeton  
From: H. Quimby and Geraldine Tuell of Princeton \$1 + value

Begin stake on Ely side Houlton Road which is 175' Nly from NW corner of the Max Allen lot now owned by Arnold Dwelly, then Nly parallel with Houlton Road 200', then Ely at right angles 200', then Sly parallel with Houlton Road 200', then Wly 200' to begin.

3-8-63 W  
587-76

To: Elston H. Hold and Mary R. Hold of Princeton  
From: Cyrus A. and Juanita C. McDowell of Princeton \$1 + 13,000

Des. in 1958 Tax Book as lot in Lewy Farm

Lot 5 TxPl

2.50 acres

4-19-48 W  
482-596

To: Clyde Legacy of Princeton  
From: H. Quimby and Geraldine Tuell of Princeton \$1 - 1,000

Bounded on west side by Houlton Road, on N. side  
by W. Rose lot now owned by Clyde Legacy, Ely  
by flowage line as taken from lots now owned by  
K. Savage and Clydene Legacy, Sly by Cyrus McDowell  
and H. Quimby Tuell.

Lot 6 TxPl

6.50 acres

11-3-22 W  
356-109To: Gertrude M. Devitt of Princeton  
From: Harriette M. Tuell of Machais

\$1 + value

Begin at point 72R from edge of piér at North end  
of bridge across W. Branch of St. Croix, measuring N on  
Houlton Road, then N 80 E 29 $\frac{1}{2}$ R to stake near the flowage,  
then again beginning at above-mentioned point along Houlton  
Road, N20R to a stake, then N80E 37R to flowage line.

Being a portion of Lots 9 and 10 G. Pl.

4 1/8 acres

11-4-22 Mg  
349-361To: Harriette M. Tuell From: Gertrude M. Devitt  
Discharged 11-8-28/362-986-12-33 W  
400-17To: Elizabeth A. Rose of Indian Township  
From: Gertrude M. Devitt of Indian Township7-9-35 W  
425-13To: Bernice E. Augustinus  
From: Elizabeth A. Rose of Indian Township

\$1 + value

7-22-39 W  
430-282To: Thomas H. McLeod of Woodland  
From: Bernice E. Augustinus of Indian Township

\$1 + value

6-4-46 W  
471-55To: Ken R. Savage and Clydene Savage, husband and wife of  
Princeton  
From: Thomas H. McLeod of Woodland

Lot 7 TxP

4.12 acres

10-24-1904 W To: Charles A. Rolfe and James Swan of Princeton  
263-54 From: Josephine and Charles H. Pond of Indian Township

Begin at stake in corner of lot heretofore owned by the Ponds, then SWly and parallel to and on the line of the Houlton Road 11 R to a stake, then at right angles NEly 60R to a stake, then NWly and at right angles 11 R to a stake, then at right angles SWly 60R to Houlton Road Bounded on NE and S by land formerly of F. Mercier, on West by Houlton Road, said lot being part of Lot 10 G. Pl.

4 1/8 acres

Charles H. Pond is to have use of premises for rest of his life.

By will from their mother Sally Lewy

8-13-18 W To: James Swan of Princeton  
331-236 From: Charles A. Rolfe of Princeton \$300

The title of said Ponds is by heirship by will of their mother Sally Lewy daughter of Captain Lewy

8-16-46 W To: Maurice L. Dawe of Princeton and Vernie O. Dawe of  
469-258 Brookline, Mass.  
From: Etta E. Lerner, of Great Neck N. Y., Charles H. Swan of Bridgewater, N. H., Andrew C. Swan of Richmond, Me. and Guy W. Swan of Princeton

The grantors are respectively daughter and son and the only children of James Swan

9-16-55 W To: Ken and Clydene Savage of Princeton  
528-297 From: Maurice and Vernie Dawe of Brookline, Mass. \$1 - 1,500

Lot 8 G. Pl.

4.05 Acres

4-3-86 To: David Dresser  
180-324 From: Julian Molly and Joe Mell  
Copy from Lot 10 G. Pl.

(See Lot 10 Tx. P. 270-474 for David Dresser  
to Willis and David D. Dresser)

10-26-37 W To: Reed C. Horsman of Princeton  
419-212 From: Willis and Lucy Dresser \$350

Being that part of Lewy Farm, set off to and  
for Julien Molly, wife of Joe Mell, and by her  
deeded to David Dresser. (180-324?)

The Nly one-fifth of Lot 10 G. Pl. as set off  
to Salley Lewy 9-24-1868. Described as bounded  
Nly by Lot 2 G. Pl., Sly by part Lot 10 G. Pl.,  
Wly by Houlton Road.

Being 178' on Houlton Road by 60R east and west

(Note Tax Deed ? 12-3-40)

11-13-45 W To: George R. Horsman of Princeton  
464-273 From: Lee E. Horsman of of Bridgewater, N. H.  
\$1 + value

9-10-49 W To: William Porter Plaistead of Princeton  
494-40 From: George R. Horsman of Princeton

12-26-62 W To: Ken Savage of Princeton  
589-109 From: William Porter Plaistead of Princeton  
\$1 + value

Lot 9 T&amp;P

30.60 acres

4-30-1958 W To: Ken Savage of Indian Township  
553-337 From: Quimby Tuell and Geraldine Tuell of Princeton \$1 - 1,500  
\*\*\*\*\*

SEE Lot 10A

Part of Lot 12 G. Pl. (Lot 9 T&amp;P.)

9-25-1900 W To: William McLaughlin of Princeton  
240-54 From: Marcy, Waldo W., and John B. Mercier of Princeton \$60

Begin at stake in NW corner of Lot 12 G. Pl., then NEly 32R,  
then at right angles Sly 10R, then at right angles Wly 32R  
to Houlton Road, then at right angles along Houlton Road to begin.

2 acres

9-17-08 QCW To: John B. Mercier of Princeton \$1 + value  
275-115 From: Henry McLaughlin of Princeton

3-12-11 QCW To: Henry McLaughlin of Princeton  
273-431 From: Margaret McLaughlin of Princeton and James McLaughlin  
of Harrington

5-26-16 Mg To: J.R.Bean of Detroit  
320-197 From: John B. Mercier of Princeton

8-8-22 W To: Tracy L. Smith of Princeton \$1 + value  
353-453 From: John B. Mercier of Princeton

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A Part of Above Described Lot

7-14-05 QC To: Perry E. Day of Princeton \$35  
263-332 From: Marcy C., Waldo W., and John B. Mercier of Princeton

Begin at stake on Ely side of Houlton Road at corner of  
lot sold to W. McLaughlin and running along said lot in  
Ely direction 32R to a stake, then at right angles in Sly  
direction 5R to a stake, then at right angles Wly 32R and  
parallel to said McLaughlin line, to Houlton Road, then at  
right angles Nly to place of begin.

1 acre

9-16-24 Abstract of Will of Perry E. Day  
W3-327 All my real estate to my children - Mildred W. Fagan, Amy E. Day,  
Harris Day

Lot 10 A TxP

1.30 acres

4-30-58 W  
553-337

To: Ken Savage of Indian Township  
From: H. Quimby Tuell and Geraldine Tuell of Princeton  
\$1 - 1500

- 1) Lot 12 G.Pl.  
Begin at corner of Lot 11 G.Pl., then Ely 63R to stake, then at right angles 38R Nly to stake, then Wly 63 R to a corner on the Houlton Road, then Sly on Houlton Road to place of begin.

$1\frac{754}{160}$  acres

- 2) THE LAND ON WEST SIDE OF HOULTON ROAD AND OPPOSITE LOT 12 FROM THE ROAD TO THE LAKE.

(Note: Lot 10A Tx.Pl. is part of this.)

- 3) Lot 11 G.Pl. 8 acres
- 4) All our right, title, and interest to lands on west side of Houlton Road between the Road and the Lake, opposite Lot 9 G. Pl.
- 5) All our right, title, and interest in that part of Lot 10 G.Pl. that lies between Lot 11 G.Pl. and the Horsman Lot.

See Lewy Farm - (

- (Note: Parcels 1 and 2 appear to go back to Mary Lewy to Mercier - 199-572)
- (Note: Parcel 3 appears to go back to Francis Nicholas to Mercier - 201-70)

12-26-62 W  
589-107

To: William Porter Plaistead of Princeton  
From: Ken. R. Savage of Indian Township \$1 + value

Begin at stake and stones on west side of Houlton Road, said point being at SEly corner of lot conveyed by William Paul to William Porter Plaistead, also being NEly corner of the second described lot in a deed from H. Quimby Tuell to Ken Savage (553-337), then S60 3/4° W 23R to lake, then Sly along lake to stake and stones being 150' Sly of first described line measured at right angles, then N60 3/4° E to Houlton Road, to a stake and stones, then North along Wly side of Houlton Road 150' to begin.

Lot 15 TxP.

16 acres

9-24-60 W To: Ken Savage of Princeton  
569-459 From: H. Quimby and Geraldine Tuell of Princeton

Start at 4 inch blazed and painted cedar post and stones and on line of mesh wire fence, which is a continuation of flowage line, and which is S25W 130' from a wood post driven into ground and in water at foot of so-called Mill Cove, Grand Falls Lake said cedar post being NE corner of Quimby Tuell land, and SW corner of lot herein described, then at an angle of  $56^{\circ} 33'$  from line of mesh wire fence, and running on bearing of N80E along Quimby Tuell's Nly line, 1464' to a 5 inch blazed cedar post driven in pile of stones, then at right angles or  $90^{\circ}$  from last mentioned line and running on bearing N10W along Wly line of Q. Tuell's land, which is marked by blazed trees and stakes 1224' to a 3" blazed white birch post, then at right angles from last mentioned line S80W (which is parallel to first line N80W) along Sly line of Q. Tuell's land, which is marked by blazed trees and stakes 150' to 3" spruce stake on shore of Mill Cove, Grand Falls Lake (with a very large boulder and the only one of its size on shore about ten feet S80W), then in Sly direction along east shore of Mill Cove to south end and foot of cove, then in Wly direction along shore to post with barb and mesh wire attached, then S25W along mesh wire fence which is continuation of flowage line, 130' to 4" blazed and painted cedar post in stones which is point of begin.

Conveys land surveyed by Lewis E. Kenison, August, 1960

KENNEBASIS PARK LOTS

Lot 2K East Section .17 acres

7-27-46 W To: John E. and Hattie O. Williams of Natick, Mass.  
482-56 From: H. Quimby and Geraldine Tuell of Princeton \$1 + value

Begin at cedar post on dividing line of Lots 2K & 3K said post being 56' Sly from Kennebasis Street, then Wly at right angles to said dividing line 40' to cedar post, then Sly parallel with said dividing line to the River, then Ely along river to said dividing line, then Nly along said line to begin.

(This is Sly half of Eastern section.)

6-10-50 W To: John E. and Hattie O. Williams of Princeton  
501-66 From: H. Quimby and Geraldine Tuell of Princeton \$1 + value

Being Ely half of Lot 2K, being a strip of land 42 $\frac{1}{2}$ ' wide and 140' long, extending from the low water mark of River to Kennebasis Street.

Grantees already have title to Southern portion of said lot. This deed is to extend their land up to Kennebasis Street.

(Note: This is Nly half of Eastern section.)

10-8-60 W To: Leonard P. and Janet R. Lange of Annapolis, Md.  
584-2 Sly half From: John and Hattie Williams of Natick, Mass. \$1 + value  
584-3-Nly half

(Note: Both halves to the Langes)

7-6-61 W To: John E. and Hattie O. Williams of Natick, Mass.  
575-208 From: Harriette French of Plainville, Mass. and H. Quimby and  
Geraldine Tuell of Princeton \$1 + value

This deed combines 501-66 and 482-56 and clears any questions since both deeds were made by H. and G. Tuell before they received the land from Harriette French. They received it from her in 516-12 (10-23-53).

## Lot 3K

 $\frac{1}{2}$  acre

11-19-23 W To: Bessie S. Tozier of Princeton  
357-453 From: Harriette M. Tuell of Indian Township \$1 + value

Begin at stake on E. side of Houlton Road which is 169' N86E of a cedar stake on the Houlton Road, standing 129' N of an iron bolt in the east end of north end of bridge across W. Branch of St. Croix, continuing N86E 155.5' to a cedar stake, then at right angles 140' to River, then Wly along bank of said River 155.5' to a cedar stake, then at right angles 140' to first-mentioned line and place of begin.

Meaning to convey  $\frac{1}{2}$  acre within these limits being part of homestead farm of Harriette N. Tuell.

12-20-34 W To: Charles H. and Laura J. Spooner of Princeton  
405-384 From: Bessie S. Tozier, of Fairfield, Maine \$1 + value

8-21-51 W To: Cyrus and Juanita McDowell of Princeton  
505-351 From: Charles H. Spooner of Princeton \$1-6,500

6-25-56 W To: Helen S. Merley of Riverton, N. J.  
543-182 From: Cyrus and Juanita McDowell of Princeton \$1 - 15,000

Date? Mg To: Harriette M. Tuell of Indian Township  
349-572 From: Bessie S. Tozier of Princeton

Described as in 357-453 above. Could not locate discharge.

Lot 4K and Lot 5K

4K .26 acres

Lot 4K

6-15-44 W To: Paul A. Murphy of Edgewood, R. I.  
460-447 From: Hattie Tuell of Princeton \$1 -500

Part of property conveyed to H. Tuell in 279-350

8-2-50 W To: Ronald T. Kennedy of Cranston, R. I.  
501-31 From: Paul A. Murphy of Pawtucket, R. I.

Meaning to convey part of land conveyed to Hattie Mercier  
in 279-350

6-8-54 W To: Charles G. and Helen G. Hilgenhurst of Hawthorne, N. J.  
523-419 From: R. T. Kennedy of Cranston, R. I. \$1 - 1,000

Lot 5K

5K .25 acres

6-15-44 W To: Robert Leclerc of College Point, N. Y.  
456-250 From: Hattie Tuell of Princeton \$1 + value

Being part of 279-350 to Tuell.

7-25-52 W To: Charles G. and Helen G. Hilgenhurst of Hawthorne, N. J.  
511-54 From: Robert G. Leclerc of Tulsa, Okla. \$600

Lots 6K and 7K

.47 acres

Lot 6K

5-8-24 W To: Charles H. Spooner of Providence, R. I.  
365-129 From: Harriette M. Tuell of Princeton

Lying on the S side of the private way shown on the plan of Kenebasis Park and running N 86 E. Said lot being 80' front on street, and extending 115' to St. Croix River.

Part of land conveyed to me by F. Mercier & Sons.

12-19-40 W To: Kenneth A. Stare of Cranston, R. I. and Thomas F.  
439-16 Kennedy of Johnston, R. I.  
From: Charles H. Spooner of Indian Township \$1 - 1,000

2-24-42 W To: Thomas F. Kennedy of Johnston, R.I.  
441-121 From: Kenneth A. Stare of Cranston, R.I.

Lot 7K

6-15-44 W To: Thomas F. Kennedy of Johnston, R. I.  
456-251 From: Hattie M. Tuell of Princeton \$1 + value

Part of land conveyed to me by 279-350

Lot 6K and 7K

8-5-49 W To: H. Quimby and Geraldine Tuell of Princeton  
493-211 From: Thomas F. Kennedy of Johnston, R. I. \$1 + value

7-21-50 W To: Clarence H. Baldwin of West Peabody, Mass.  
501-28 From: H. Quimby and Geraldine Tuell of Princeton

5-9-55 W To: Clifford J. and Irene M. Green of Peabody, Mass.  
530-550 From: Clarence H. Baldwin of \$1 + value

Lot 23K

.30 acres

7-8-58 W  
545-513

To: Wallace L. and Martina E. Buzzell, husband and wife,  
of Bangor  
From: H. Quimby and Geraldine Tuell

Begin at an iron post at edge of right of way shown  
on Kenebasis Plan, the S8°30' 95' to low water mark  
then NEly 80' to point, then at right angles and N8°30' W  
100' to edge of right of way, then at right angles S81E 80'  
to begin.

Meaning to convey Lot 23K

Lot 24K

.62 acres

12-15-58 W To: Ivan Q. Tuell of Indian Township  
558-124 From: H. Quimby and Geraldine Tuell of Indian Township  
\$1 - 100

Being part of land conveyed to H. Quimby and Geraldine Tuell  
by 464-531

Lot 30K

.19 acres

8-12-58 W  
574-111

To: James E. True of Great Neck, N. Y.  
From: H. Quimby and Geraldine Tuell of Indian Township  
\$1 + value

Begin at iron rod at side of road, said rod marking N. corner of lot herein conveyed, then S9W 80' along said road to another iron rod, then at right angles and S81E 112'6" to flowage, then along water 80' to a point, then at right angles and N81W 112' to point of begin.

Being part of land granted to H. Quimby and G. Tuell by 464-531.

Lot 37K and Lot 38K

.25 acres

12-15-58 W To: Edward W. Diffin of Princeton  
562-169 From: H. Quimby and Geraldine Tuell of Indian Township \$1 -100

Begin at iron stake at edge of a private road as shown on plan of Kennebasis Park, said stake being the NWly corner of Lot 37K, then Sly through another iron stake to low water mark, then by low water mark in Wly direction 100' to a point, then at right angles and Nly thru an iron stake to another iron stake at edge of private road, then along said to begin.

Meaning to convey a part of land conveyed to us by Harriette M. French in 464-531

1-27-59 W To: Edward W. Diffin of Princeton  
562-206 From: H. Quimby and Geraldine Tuell of Indian Township

This corrects prior deed which said that this lot is part of 464-531.  
It should have been 516-12

3-13-59 W To: Nicholas & Mary Bezuyen of Mahwah, N. J.  
552-165 From: E. Diffin of Princeton \$1 - 1,000

Part of Lots 38K and 39K

.25 acres

12-15-58 W To: Fred Leeman of Calais  
562-226 From: H. Quimby and Geraldine Tuell of Indian Township \$1 - 500

Begin at iron stake near edge of private road on Kenebasis Plan, at a point 100' from NEly corner of Lot 37K, then Sly thru iron stake to low water mark, then along low water mark 110' Ely to a point, then at right angles and Nly thru iron stake to another iron stake on edge of said private road, then by road to point of begin.

Part of lot conveyed by Harriette Tuell to us by 464-531

8-10-61 W To: Charles O. and Charlotte L. Donaldson of Farmington, Conn.  
580-22 From: Fred Leeman of Calais \$1 - 3,500

Lot 40K and Part of Lot 39K

.25 acres

12-15-58 W To: Clyde Jacobs of Houlton  
562-182 From: H. Quimby and Geraldine Tuell of Indian Twp. \$1 - 500

Begin at iron stake at edge of private road shown on plan of Kenebasis Park, said point being 210' from stake which is NWly corner of Lot 37K, then along low water 110' to a point, then at right angles and Nly thru an iron stake to another iron stake at the edge of said private road, then along road in Wly direction to begin.

Being part of 464-531 conveyed to us

## Lots 10 and 11 Tax Plan

Lots 10 and 11 are located in a strip of land lying between the north line of the Lewy Farm and the south lines of Lots 50 and 53 D. Pl. The existence of the strip appears to be accidental since Dana intended to begin his lots from the north line of the Lewy Farm. However, taking the Gardner Plan of the Lewy Farm as the official division it is clear that the north line is some 775 feet south of where Dana assumed it was. Deed 226-15 of Lot 10 has the north line as its southern boundary

Lot 10 was sold by the State in 1891. No authority for the sale is given, but it may have been by the 1887 law permitting the State to sell or lease all or part of Indian Township.

Lot 11 is a warranty deed from Indians to non-Indians and is therefore not valid by terms of the Treaty.

Dana assigned #52 to this area and the Lewy Farm

Lot 10 TxP

8  $\frac{105}{160}$  acres

8-18-1891 To: David Dresser of Princeton  
226-15 From: State of Maine (Cyrus Packard)

23-256 Land \$25 and Council Order 7-24-91 Journal p.180  
Office Records Council Order says this is land now occupied  
and cultivated by him.

Begin on SWly line of Houlton Road at SEly corner of Lot 53, then Sly along line of Houlton Road 47R to line of Lewy Farm Lot, then S 60 3/4°W 23 R to lake, then NWly along lake to line of Lot 53, then N60 3/4°E 42R to Houlton Road. Surveyed by L. Mckechnie 1890.

3-8-07 W To: Willis R. and David D. Dresser of Princeton  
270-474 From: Amelia R. Dresser of Princeton

Conveys to them lot described in 23-256 Land Office records

Also lot deeded to D. Dresser, Sr. by Juillian Molly and Joe Mell (Is this 180-234, 4-3-86 from them to D. Dresser?)

11-5-37 W To: Town of Princeton  
120-502 From: Willis and Lucy Dresser

In return Town of Princeton is to take care of Lenora Dresser until her death. Lenora Dresser Died 12-24-43

11-26-40 Tax Sale to Horsman  
5-94 Tax Deeds 9 acres \$5.53  
Record of transfer from Horsman to Plaisted not found.

3-30-44 QC To: William Paul Plaisted of Princeton  
149-500 From: Town of Princeton \$1 + value

7-12-44 W To: William Porter Plaisted of Princeton  
156-262 From: William Paul Plaisted \$1 + value

Lot 11 Txp.

1 acre ( 3/4 acres )

6-19-1905 W To: Winslow P. Robinson of Indian Township  
295-552 From: Josephine Pond of Indian Township \$20

Begin at NW corner of lot known as McLaughlin lot now owned by P.E. Day. Then Nly and parallel with Houlton Road 16 R, then at right angles Ely 10R, then at right angles Sly 16R, then at right angles Wly 10 R to place of begin. 1 acre

4-1-16 QC To: William Crosby of Pltn. #21  
325-12 From: John Robinson of Indian Township \$150

All except a strip 4 R by 10 R on NWly side of said lot  
Conveyed to me by my father

1/4 acre  
4-13-27 W To: Harry E. Cole of Indian Township  
369-409 From: John Robinson of Indian Township \$1

8-15-45 W To: William B. Crosby of Pltn. #21  
464-357 From: Harry E. Cole of Princeton

8-21-46 QC To: James F. Cudhay of Long Island, New York  
469-222 From: William B. Crosby of Pltn. #21 \$1 - \$100

3/4 acre  
7-30-45 W To: James F. Cudhay of Long Island, N. Y.  
464-48 From: William Crosby of Pltn. #21 \$1 - 100

Reserves 1/4 acre  
9-20-50 Mortgage Deed To: George E. Pettit of Inwood, N. Y. \$2,700  
496-195  
2-14-51 George E. Pettit of Inwood, N. Y., holder of mortgage given by  
583-353 James and Mary Cudhay, assigns it to George S. Smith for \$1,500

9-5-62 QC To: Charles V. Smith of Hempstead, N.Y.  
588-150 From: James F. Cudhay of Lakeview, N. Y. \$1 + value

Begin at NWly corner of lot known as William McLaughlin Lot now or formerly owned by John B. Mercier.  
Then described as in 295-552 above 1 acre

- - - - -

1950 Maine State Valuation gives Laura Hodson as owner of a 1 acre lot in Lot 52. Also, V4-450 Tax Deeds in the State Forestry Office shows a tax sale in 1937 to Henry M. Buckley of a 1 acre lot in Lot 52, "reputed to be owned by Laura Hodson."

## Pine Island and Governors Point

Both of these lands are located in Township 3 Range 1, that is, the Township to the west of Indian Township (T2 R1). As is shown in 22-77 below they were excepted from the original grant to Samuel Hinckley. The rest of the Township later became Grand Lake Stream Plantation. The title chain under Pine Island shows that the exception was dropped (79-207) and then reappears in altered form leaving out Pine Island (104-422). Governors Point was sold by a quit claim deed from the State in 1890. It appears then that Pine Island is still held by the Passamaquoddies and there is the question of the state's right to dispose of Governors Point since the Legislature mentions only Indian Township in the various laws giving the state the right to lease or sell Indian lands.

Until 1926 Governors Point appeared in the Maine State Valuation under Indian Township. The file copy for that year in the State Tax Office has it scratched out with a note saying "said to be in Grand Lake Stream Plantation." Of course it is not in Grand Lake Stream Plantation, but both it and Pine Island are being taxed by the Plantation.

In 1855 the Governor and Council (Council Order 224) ordered that the 100 acres on Nemcass Point be again surveyed and set off to the Indians in accordance with Resolve 1855 C. 248. Council Order 264 (10-2-55 Register p. 158) reports that the survey has been made and the map is filed with the report. The report filed by Order number is presently held at the Secretary of State's Office.

It is not yet proved conclusively that Pine Island and Taylor's Island are one and the same. However, no other Island of that size exists in the area and Taylors Island fits the description in the exception and is located exactly where Pine Island is shown on Samuel Titcomb's 1794 survey.

## Governor's Point or Nemcass Point

100 acres

11-23-1889 QC To: Charles A. Rolfe of Princeton  
 187-510 From: Peol Tomah of Peter Dana Point and \$135  
 Martha Tomah, his wife

being a piece of land conveyed to the Passamaquoddy Tribe by the State of Massachusetts by Treaty of 1794 described in said Treaty as S or G imquish Point (?) or Roweas (?) Point, now known as Governors Point.

Bounded on N by land of N. G. Read known as the Simpson Farm and on the other three sides by Big Lake, containing 70 acres more or less.

This piece of land was originally a part of R1 of Hinckley Twp.

2-24-90 QC To: Charles A. Rolfe  
 23-241 Land Of- From: State of Maine  
 fice Re- Council Order 2-24-90 Journal p. 18 and \$100  
 cords

All the State's right, title  
 100 acres of land more or less lying on Nemcass Point adjoining the west side of Indian Twp. and bounded Nly by Sly line of the Cass Lot so called, Ely, Wly, Sly, by Big Lake, meaning to convey all that part of Nemcass Point then so called and now known as Governors Point which lies south of Cass Farm so called.

93½ acres

5-20-90 W To: Nathan Read of Lakenwild (Grand Lake Stream)  
 192-452 From: Charles A. Rolfe of Princeton \$300

100 acres on Governors Point bounded on N by Sly line of Cass Farm or Lakenwild, so called, now owned by N. S. Read, Ely, Wly, Sly, by Big Lake, as deeded to me by the State of Maine and Peol Tomah.

Excepting a piece of land off the Ely side of said lot, begin at high water mark on shore of Big Lake at Governors Point, then N78¼R to a cedar stake and stones, then at right angles E to the shore of Big Lake, then W from high water mark on shore of Big Lake 47R to a corner on a hemlock tree, then S16R to shore of Big Lake, then around shore SEly and NEly to the 47R line before mentioned.

6½ acres as shown in plan by  
 McKechnie 5-19-1890

## Governor's Point Cont.

93½ acres

7-29-97  
224-158

Thomas Trott of Calais, Deputy Sheriff, by virtue of an execution issued on a judgment recovered at term of Supreme Judicial Court at Calais 4th Tuesday of April 1897 by 15 plaintiffs against N. S. Read of Philadelphia, Pa. for \$5,454.21 and \$32.88 cost of suit, did seize all of Read's lands on 6-4-97.

Many lots involved, including the 100 acres on Governors Point and the one undivided third part of the 6½ acre reservation

Lands sold at auction to William C. Mayne of Philadelphia, Pa. for \$2,721

## Declaration of Trust

1-1-02  
235-476

Mayne agrees to act as trustee for the people who sued Read

8-26-06 W  
270-90

To: George M. Hanson of Calais  
From: William C. Mayne, Trustee, of Philadelphia, Pa.

Among other lots:

Also one hundred acres more or less, bounded on N by Sly side of Cass Farm or Lakenwild, Ely, Wly, and Nly by Big Lake, reserving 6½ acres more or less of Ely side of said point as per L. McKechnie survey recorded in 192-452.

Also one undivided third part of said reservation.

(See 273-256 for sale of this part)

9-1-06 QCW  
273-254

To: Wilfred L. Eaton of Calais  
From: George M. Hanson of Calais

The 100 acres reserving the 6½ acres

1-10-20 QCW  
342-184

To: Charles F. Eaton of Princeton  
From: Wilfred L. Eaton of Calais

\$1

As above

½ interest in common

1-18-23 QCW  
351-362

To: Wilfred Eaton of Calais  
From: Charles Eaton of Calais

\$1.

Gives back the ½ interest

3-4-28 QCW  
377-174

To: Camp Babcock Corp. of Calais  
From: Wilfred Eaton of Calais

\$1 + value

The 100 acres reserving the 6½ acres

## Governors Point Cont.

6½ acres

5-30-90 W To: Joseph Farrar of Princeton \$100  
199-354 From: Charles A. Rolfe of Princeton

One undivided third part of the lot of land reserved by me in my deed to N. S. Read of Lakenwild, Me. (192-452) conveying to him that part of the Indian Reservation lying and being on Neweas? or Governors Point on the shore of Big Lake.

Description of reserved lot as in (192-452) except this reads 28¼R instead of 78¼R

6½ acres as surveyed by L. McKechnie

7-9-91 W To: Nathan Read of Lakenwild \$100  
199-353 From: Charles A. Rolfe of Princeton

One undivided third part of land reserved by me in my deed to N. Read (192-452)

Description of reserved lot as in 192-452 except this reads 28¼R instead of 78¼R

6½ acres as surveyed by L. McKechnie

8-8-06 QC To: Charles Rolfe and Joseph Farrar of Princeton  
273-256 From: George M. Hanson of Calais

One undivided third part of the 1½ acre off the E. side of Governors Point as per McKechnie Survey in 192-452 and the same formerly owned by Nathan S. Read and later by William C. Mayne, Trustee, and the same conveyed to me by said Mayne.

(See 270-90 under the 93½ acres)

4-20-14 W To: Joseph Farrar of Princeton \$225  
371-103 From: Charles A. Rolfe of Princeton

Being three-sixths of an undivided lot of land owned in common by J. S. Farrar and myself, and being a part of the Indian Reservation, so called, on said Governors Point conveyed to me by the State of Maine by deed 2-24-90 recorded in land office books 23-241 (Forestry Dept.) and by deed of Peol Tomer 11-29-89 (187-510) and by deed of George M. Hanson to Charles Rolfe and Jos. Farrar 9-8-06 (273-256)

6½ acres as surveyed by L. McKechnie

8-4-22 To: Joseph Farrar of Princeton \$100  
353-442 From: Charles A. Rolfe of Princeton

Conveys Rolfe's interest in two-thirds of the lot.

This deed is to correct a description of said lot in a

former deed by me to Farrar

6½ acres

9-21-23 W To: Eugene Farrar of Princeton \$1  
425-400 From: Joseph Farrar of Princeton

All my right, title, and interest in two-thirds of lot of land lying on Wly shore of Big Lake on Governors Point. Begin at stake on shore of Big Lake at high water mark, then Wly to shore of Big Lake in Casses Cove, then by and around shore of Big Lake to place of Begin.

Being a part of the Passamaquoddy Indian Reservation on Nemias or Governors Point. Meaning to convey  
353-442

6½ acres

Pine Island

2-7-1811 W To: Samuel Hinckley of North Hampton, N. H.  
22-77 assignee of Titus Goodman and Seth Wright  
From: Commonwealth of Massachusetts

Grants Township 3 Range 1 with the following exception:  
About 3,000 acres in Ely corner, first mentioned, in  
Sly corner thereof, bounded, begin Sly side of Town-  
ship and on Wly side of lake therein, then NEly to  
northwestern most part of Pine Island, then SEly  
including said Island, to the NWly corner of the 100  
acres of land conveyed to the Indians, then NEly by  
land last mentioned to E line of Township first  
mentioned, then S to SE corner thereof, then W to  
Wly side of said lake, the place of beginning.

8-8-1835 W To: Nehemiah Marks of St. Stephen, N. B.  
32-226 From: Samuel Hinckley

The whole township with the exception stated

11-2-1835 W To: Neal D. Shaw of Barring  
32-361 From: Nehemiah Marks of St. Stephen, N. B.

The whole township with the exception stated

11-21-1835 Mortgage To: Nehemiah Marks of St. Stephen N. B.  
32-254 From: Neal D. Shaw of Barring

(Apparently this mortgage was foreclosed and upon N.  
Marks' death in the 1850's the land passed to his  
heirs)

10-8-53 QC To: John Marks and Nehemiah Marks (Jr.)  
79-207 From: Abraham (?) Marks

My one-sixth share of all real estate

Includes T3R1 but there is no mention of the exception

2-17-55 QC To: Charles Swan of Calais  
83-72 From: Peter and Elizabeth Mills of St. Stevens

Elizabeth is daughter of N. Marks and quits claim to  
her one-sixth share in all real estate

Includes T3R1 but there is no mention of the exception

2-19-55 QC To: Peter and Elizabeth Mills of St. Stevens  
33-74 From: Charles Swan of Calais

As above in 83-72

Pine Island Cont.

10-24-63 QC To: James and William Murchie, George Boardman,  
104-422 William Durer, and Thomas Copeland  
From: John, Achemeah, Abraham, and Joseph Marks

One-third interest to the Murchies, one-third to Boardman, one-third to Durer and Copeland

T3R1 Excepting 100 acres on Governors Point in possession of Peol Tomer

(Here the exception reappears in obviously altered form)

8-4-70 To: Fayette, William, and Brackely Shaw  
125-472 From: John Murchie, James Murchie, George Boardman, William Durer, Thomas Copeland, and Charles Todd

T3R1 Excepting 100 acres on Governors Point formerly occupied by Peol Tomah

8-4-70 Mortgage To: James Murchie, George Boardman, Charles  
125-473 Rolfe, Thomas Copeland, and William Durer  
From: Fayette, William, and Brackely Shaw

As above stated in 125-472

4-1-86 Seized by order of Casco National Bank of Portland  
173-417 From: Fayette and Brackely Shaw operating under firm name of F. Shaw & Bros.

T3R1 with many exceptions including 100 acres on Governors Point formerly in possession of Peol Tomah

1885 Charles W. Clement is made trustee for the lands  
173-40, 49, 26 owned by F. Shaw & Bros.

1896 To: International Leather Co.  
224-40 From: Charles W. Clement, Trustee

All lands

6-15-98 To: Webber et all (The Present Owner)  
224-411 From: International Leather Co.

All wild lands in T3R1 outside village of Grand Lake Stream as shown in George Colby Atlas of 1881

(Since the State in 1889 had sold the 100 acres on Governors Point, this deed is, in a sense, consistent in not mentioning the exception as it appears in 173-417. However, by this time it seems that the exception as originally set out by Massachusetts in 22-17 was long forgotten.)

Tax Bk '28 1,768 ac.  
" " '46 2,969 ac.

Grand Falls Flowage Rights also known as Lot 55 (?)

4-24-1913 To: St. Croix Paper Company of Woodland  
27-182 Land From: State of Maine  
Office Records 1,936 acres \$13,582  
C.13  
By R.S/ Sec. 42 and Council Order 24, April 1913

Know all men by these presents that Maine in consideration of \$13,582 ..... and of the covenants and agreements hereinafter contained to be performed by said St. Croix Company of which said amount \$1,582.00 is to be paid upon the delivery of this deed and the balance in the manner hereinafter stipulated,

Maine hereby ..... releases, bargains, sells, and forever quit claims unto St. Croix Co., and assigns certain rights of flowage and to cut timber on a certain tract of land on Indian Township bordering on the West Branch of the St. Croix River, the contour and boundaries are shown on plan thereof designated as "Land Flowed on Indian Township by Grand Falls Dam of St. Croix Paper Company" which Plan is in Washington County Registry of Deeds Plan Book 3 p. 60, and is hereby referred to for a more particular description of the land to be flowed under this deed, said tract containing 1,768 acres more or less with the additional right to cut and remove timber on certain islands containing 168 acres more or less which are situated within said flowage tract above described.

The extent of said flowage tract is determined by the water stored at an elevation of 204.31 feet (State Water Storage Datum) by the dam of said St. Croix Co. now under construction at Grand Falls.

The said rights of flowage and the cutting and removal of timber are conveyed upon the following conditions and to be performed by the St. Croix Company.

- 1) St. Croix Co. is to pay the balance of said cash consideration to wit (\$12,000) as follows: \$4,000 on or before August 1913, \$4,000 on or before October 15, 1913, and \$4,000 on or before December 15, 1913.
- 2) St. Croix Co. shall construct its Grand Falls dam, now under construction, so that the height of water stored shall not exceed an elevation of 204.31 feet (State Water Storage Datum), which is equivalent to 199.21 feet (MCRR datum) at a point just below the highway bridge at Princeton.

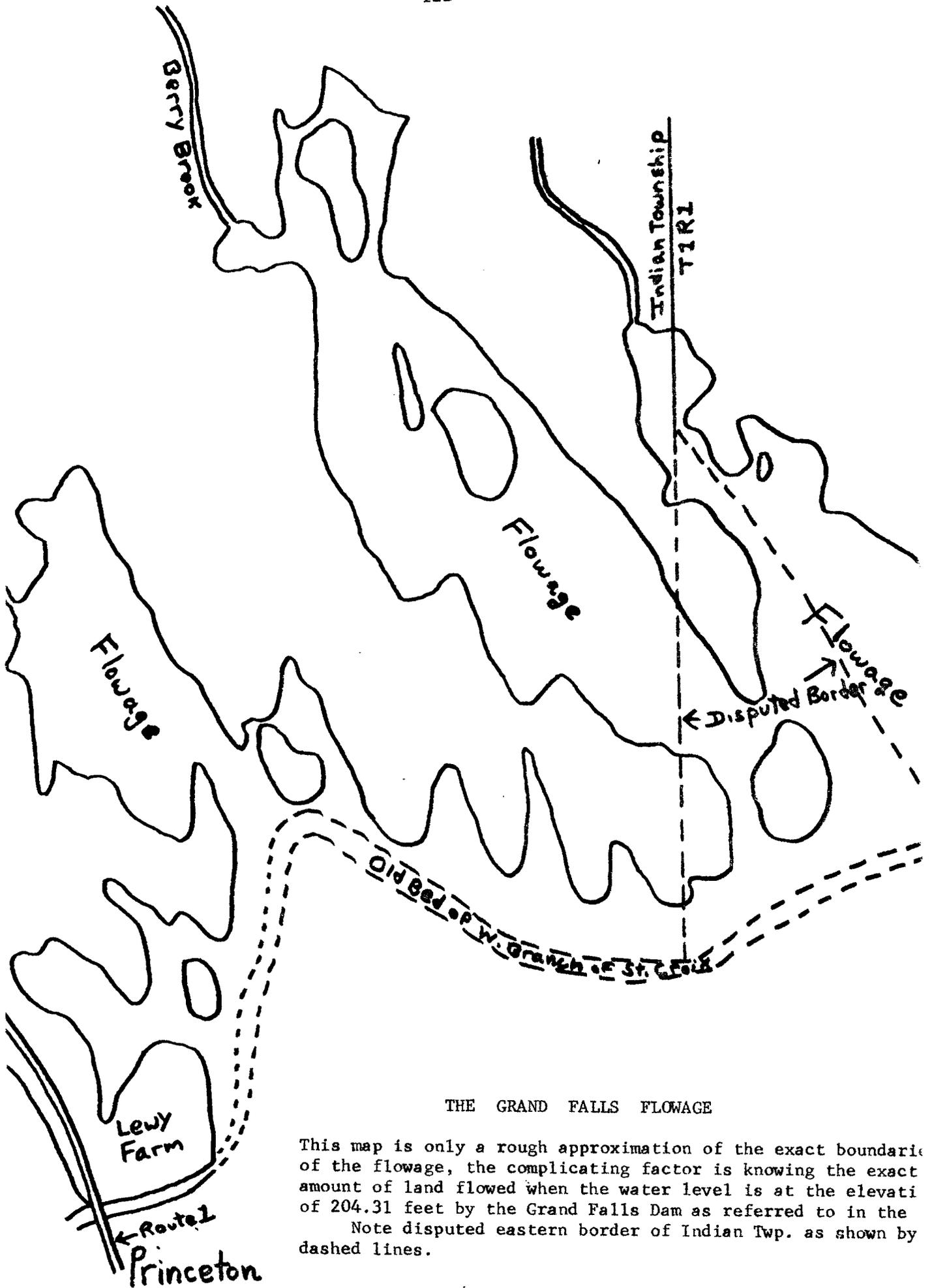
(more)

Grand Falls Flowage, continued

- 3) That St. Croix Co. shall so construct the dam at Princeton as Princeton dam, that the design shall provide that the maximum flood height shall not exceed the elevation specified in paragraph two of these conditions, and further that the assigns shall not permit the water above the dam to be lowered below a mark to be known as low water mark and to be determined and indicated as herein after specified.
- 4) The design of Grand Falls and Princeton dams before the construction of said dams is completed shall be approved by Cyrus C. Bubb Chief Engineer of State Water Storage Commission, or his successor, on basis of a possible maximum flood runoff of 28 cubic feet per second per square mile on its drainage area of 1,320 sq. miles at Grand Falls.
- 5) Said St. Croix Co. shall place under supervision and with approval of said Chief Engineer of the State Water Storage Commission or his successor, suitable monuments at such points as said Chief Engineer or successor designate for purpose of indicating the high water and low water levels above referred to.

To have and hold ..... if conditions above are met.

In Witness whereof the state Governor and James S. Wright of Executive Council by virtue of authority vested in Governor and Council under section 42 of Chapter 13 of R.S. of Maine and Council Order 24 of April 1913, have executed these presents.



THE GRAND FALLS FLOWAGE

This map is only a rough approximation of the exact boundaries of the flowage, the complicating factor is knowing the exact amount of land flowed when the water level is at the elevation of 204.31 feet by the Grand Falls Dam as referred to in the Note disputed eastern border of Indian Twp. as shown by dashed lines.

Meadowlands

10-10-1881 999 To: Ferdinand Mercier of Princeton \$160  
201-76 From: Frances Nicholas  
Daughter of Capt. Lewy and wife of  
Nicholas Lolar of Indian Township

The following parcels of meadow land:

- 1) The meadow devised or given me by my brother Tomah Lewy by his will, being on Georges Brook and named in said will as the Athean Lewy Meadow
- 2) All of my part of the meadow below the ledge on said Georges Brook

And I, Nicholas Solar, hereby agree to the lease and join in the same, and also as a part of the price herein, do with her lease all of my meadow known as the Sebattis Meadow on the said Georges Brook, being the same meadow bought by me of Andrew Lewey 8-17-1875

Leasee will not assign or underlet without permission of Lessor in writing

4-6-86 QC  
193-463

To: Ferdinand Mercier of Princeton \$50  
From: Mary Josephene Lewy of Indian Township

Land situated in the Georges Brook known as the Georges Brook Meadow below the ledge on said stream, being a part and parcel of Capt. Lewy estate

Meaning to convey all my right and interest, I may have in said Georges Brook Meadow, the same that was set off to me in the subdivision of the Capt. Lewy Estate by John Gardner

## Easements

Power lines, telephone lines, and roads cross Indian Township. The nature of these easements should be further investigated. Were the easements acquired legally and if so what form of easements are they? Were the Indians compensated?

Listed below are those easements found in the process of title searching. A complete search should be made.

Bell Telephone  
546-111

## State Highway Department

State Highway N. F. A. Project #259-B(1)  
Section from 986' S along Houlton Road from North Line of Lot 51 to approximately 560' N of South Line of Lot 25.

Right of way extended 1940. Highway Commission map says "assumed right of way."

Volume 437 pages 135, 137, 155, 158, 164, 167, 169, 173, 175

Highway Dept. 1954  
Section from Lot 25 to North Line of Indian Township omits word "assumed" when speaking of right of way 546-275.

Timber and Grass

12-22-1853 Lease of Timber and Grass and use of Water Power  
10-148 Land To: Benjamin Young et. al. and Munroe Hill  
Office 15 year lease \$22,500  
Records

By virtue of Res. 3-30-1853 on selling timber and  
grass on Indian Township and by direction of the Council

9-7-1868 Lease of Timber and Grass To: Putnam Rolf et. al.  
15-252 Land and William Stewart and Charles Waite  
Office  
Records 15 year lease \$5,225

Reserving a strip one mile wide from the east  
side of the Township. By Res. 2-29-1868 on  
sale of timber and grass on Indian Township and  
direction of Governor and Council.

"take away (wood) from the lands not otherwise  
disposed of on Indian Township..."

Reserves to Indian right to cut wood for build-  
ing, brooms, and baskets, fencing, firewood,  
and right to cut grass.

### Section III

#### NOTE ON TAXATION

The main reason for including this short note is to raise the question of taxation of the Indian Lands, alienated and non-alienated. Both the nature of the tax assessments and their legality should be examined by someone with professional knowledge.

The Mile Strip can be found in the valuations found in each volume of the laws of Maine back at least to 1870. In 1906 the annual volume issued by the Tax Office shows several lots in addition to the Mile Strip. By 1921 it appears that all the lots then alienated are listed and this seems to be the practice to the present day in the Maine State Valuation. From 1921 to 1942 the phrase "intention being to assess a tax upon the interest of leasee" follows the valuation for each of the 999 year leases.

Do the State or the Indians have a right to tax these lands?

Should taxes legally assessed go to the Indians or to the State?

## Section IV

## Sources

The Land and Probate Records for Washington County are located in the Registry of Deeds in Machias the County Seat. Records of the State Land Office which is no longer in existence are now held in Augusta at the Dept. of Forestry. The State Land Office records contain the original transfers made by the State to private persons. Usually but not always these transfers are also on record in Machias. All subsequent transfers are, of course, recorded in the County records.

All laws and resolves referred to can be found in the laws and resolves volumes for Massachusetts and Maine. These can be seen at the State Law Library in Augusta.

Indian Agents' Reports can be found for various years between 1869 and 1894 at least. Some have been collected and bound together, others are located in the Public Documents and Legislative Documents volumes. They can be seen at the State Library in Augusta or the State of Maine Collection at the University of Maine in Orono.

The Department of Indian Affairs files contain copies of various reports, private and official, including the 1886 Report in response to Indian protest of the sale and lease of their lands. The Department also has copies of various Treaties with the Passamaquoddies.

The Journals and Registers of the Governor and Council are located in the State Archivists Office in Augusta. The original records of Council actions are kept at the Secretary of State's Office.

## Maps and Surveys

The Department of Indian Affairs has a number of maps including the Gardner Plan of the Lewy Farm, the Dana Plan of the lots he surveyed, the present day State Tax Plans of the Township, and the Edgerly Plan of Kennebasis Park.

The Department of Forestry has the following maps and surveys:

Line in returned by John Gardner 1865 survey V. 30-257  
 Samuel Titcomb Survey 1794 Maps Bk. 6-13, Bk. 1-33  
 John Gardner Shows plan of Tomah Stream Road Bk. 5A-3  
 William Dana Exterior Lines and Lots of Dana Plan Lots,  
 the Mile Strip, and the Boundary of the Township.  
 Survey V. 30-143, 161, 257  
 Survey V. 35-31

Jones 1821 North Line of Indian Township  
 Marked on notes as Waite Twp. Survey V. A-53  
 Survey V. 2-21

G. C. Stewart 1917  
 Survey notes of Boundaries of Indian Township,  
 Dana Plan Lots, and the Lewy Farm Survey V. 98

Further search in the Forestry Dept. records might turn up other maps and surveys

The Registry of Deeds at Machias has a map of the Flowage lands sold to the St. Croix Paper Company in 1917 Plan Bk. 3-60