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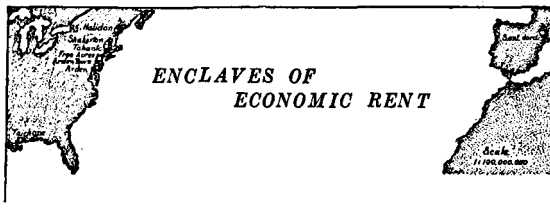
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ENCLAVES

All volumes named hereunder give a historical account of the enclaves exemplif single-tax, together with the legal documents involved. Cloth-bound, 6½ x 8½. Published respectively in 1921, 1922, 1923, 1924, 1925, 1926, 1927 and 1928, bring data down to the year preceding the year of publication.

VOLUME I. Enclaves of Single-tax. 150 pages.		
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Includes <i>Enclaves</i> by Paul Passy; <i>A Plea for Scientific Taxation</i> by Charles Johnson; <i>Special Privilege</i> by R. F. Powell; also accounts of four new enclaves,— <i>Gilpin's Point, Serra, Trapelo and Liefra</i> .		
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ENCLAVES *of* ECONOMIC RENT

For the Year
1927

*Being a Compendium of the
Legal Documents Involved*

TOGETHER WITH
A HISTORICAL DESCRIPTION
BY
CHARLES WHITE HUNTINGTON

Eighth Annual Volume

*"You who shall liberate the land will do more for your
country than we have done in the liberation of its trade."
—Richard Cobden.*

PUBLISHED BY FISKE WARREN
HARVARD, MASSACHUSETTS
1928

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TO THE MAN OF HYMETTUS
THE FIRST ENCLAVIAN
THIS BOOK
IS RESPECTFULLY DEDICATED

Ἦ μὲν οὖν Πεισιστράτου τυραννὶς ἐξ ἀρχῆς τε κατέστη τοῦτον τὸν τρόπον καὶ μεταβολὰς ἔσχεν τοσαύτας. διώκει δ' ὁ Πεισίστρατος. ὥσπερ εἴρηται, τὰ περὶ τὴν πόλιν μετρίως καὶ μᾶλλον πολιτικῶς ἢ τυραννικῶς· ἐν τε γὰρ τοῖς ἄλλοις φιλάνθρωπος ἦν καὶ πρὸς καὶ τοῖς ἀμαρτάνουσι συγγνωμονικός, καὶ δὴ καὶ τοῖς ἀπόροις προεδάναί τε χρήματα πρὸς τὰς ἐργασίας. ὥστε διατρέφεσθαι γεωργοῦντας. τοῦτο δ' ἐποίει δυαὶν χάριν, ἵνα μήτε ἐν τῷ ἄστει διατρίβωσιν ἀλλὰ διεσπαρμένοι κατὰ τὴν χώραν, καὶ ὅπως εὐποροῦντες τῶν μετρίων καὶ πρὸς ἰδίοις ὄντες μήτ' ἐπιθυμῶσι μήτε σχολάζωσιν ἐπιμελεῖσθαι τῶν κοινῶν. ἅμα δὲ συνέβαιεν αὐτῷ καὶ τὰς προσόδους γίγνεσθαι μείζους ἐξεργαζομένης τῆς χώρας· ἐπράττετο γὰρ ἀπὸ τῶν γιγνομένων δεκάτην. διὸ καὶ τοὺς κατὰ δήμους κατεσκεύασε δικαστάς, καὶ αὐτὸς ἐξῆει πολλὰκις εἰς τὴν χώραν ἐπισκοπῶν καὶ διαλύων τοὺς διαφορομένους, ὅπως μὴ καταβαλίνοντες εἰς τὸ ἄστυ παραμελῶσι τῶν ἔργων. τοιαύτης γὰρ τινας ἐξόδου τῇ Πεισιστράτῳ γιγνομένης συμβῆναι φασὶ τὰ περὶ τὸν ἐν τῷ Ἰμμητῷ γεωργοῦντα τὸ κληθὲν ὕστερον χωρίον ἀτελές. ἰδὼν γάρ τινα παντέλῳ πέτρας σκάπτοντα καὶ εργαζόμενον, διὰ τὸ θαυμάσαι τὸν παῖδα ἐκέλευσεν ἐρῆσθαι τί γίγνεται ἐκ τοῦ χωρίου· ὁ δ' ἔδσα κακὰ καὶ δόυναι ἔφη. 'καὶ τούτων τῶν κακῶν καὶ τῶν ὀδυνῶν Πεισίστρατον δεῖ λαβεῖν τὴν δεκάτην,' ὁ μὲν οὖν ἄνθρωπος ἀπεκρίνατο ἀγνοῶν, ὁ δὲ Πεισίστρατος ἡσθελὶς διὰ τὴν παρρησίαν καὶ τὴν φιλεργίαν ἀτηλὴ πάντων ἐποίησεν αὐτόν.

ARISTOTLE : *Constitution of Athens*, chapter 16.

Such was the origin and such the vicissitudes of the tyranny of Pisistratus. His administration was temperate, as has been said before, and more like constitutional government than a tyranny. Not only was he in every respect humane and mild and ready to forgive those who offended, but, in addition, he advanced money to the poorer people to help them in their labours, so that they might make their living by agriculture. In this he had two objects, first that they might not spend their time in the city, but might be scattered over all the face of the country, and secondly that, being moderately well off and occupied with their own business, they might have neither the wish nor the time to attend to public affairs. At the same time his revenues were increased by the thorough cultivation of the country, since he imposed a tax of one-tenth on all the produce. For the same reasons he instituted the local justices, and often made expeditions in person into the country to inspect it and to settle disputes between individuals, that they might not come into the city and neglect their farms. It was in one of these progresses that, as the story goes, Pisistratus had his adventure with the man of Hymettus, who was cultivating the spot afterwards known as "Tax-free Farm." He saw a man digging and working at a very stony piece of ground, and, being surprised, he sent his attendant to ask what he got out of his plot of land. "Aches and pains," said the man; "and that's what Pisistratus ought to have his tenth of." The man spoke without knowing who his questioner was; but Pisistratus was so pleased with his frank speech and his industry that he granted him exemption from all taxes.

Forster's Translation.

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INTRODUCTION

A tale is told of a man who, having been long and hopelessly in prison, finally tried the door of his cell, and, finding it unlatched, went out to freedom. A similar revelation has come to a few single-taxers.

Multitudes since the time of Henry George have believed in single tax, and have represented their belief by somewhat hopelessly agitating for legislation. But during all this period the way was open to achieve the same end without it. This way has been followed by a few persons, and the twelve resulting areas in which single tax exists shine like minute white stars against the darker background.

Someone once said to Charles Lamb, "There is a spot upon your coat, Mr. Lamb." "Clean spot, you mean," rejoined he.

These clean spots, as being enclosed by the huge system from which they have freed themselves (each in its own degree), are called enclaves, and are described in the following pages.

If we assume that the economic rent of the United States is \$13,346,-452,530,¹ the rent of the enclaves located in the United States represents a proportion of 446 parts in 100 million.²

In the area (3,574,544 square miles, excluding the water area in the United States proper), comprehended by the United States, including Alaska, Hawaii and Porto Rico, the enclaves located in the United States represent a proportion of 224 parts in a hundred million; in Andorra, Sant Jordi represents 5802 parts in a hundred million; in Australia, Canberra represents 31,601 parts in a hundred million.

Are these enclaves worthy of being expanded? Are they worthy of being multiplied? This book is offered as a part of the evidence.

FISKE WARREN

Shakerton, 1928

¹ See page 34.

² See page 34 for relation of economic rent of the United States to taxes paid in the United States.

ENCLAVES OF ECONOMIC RENT

The word "enclave" as used in this book means an area of land where, under the terms of leases, the economic rent is collected, as contrasted with the surrounding region, or enclave, where it is not collected. *exclaves* The ownership of the land may be either public, as in Canberra, or private, as in the other enclaves. Where it is private, the rent is used to pay all the taxes, as in Sant Jordi, or certain of them, as in the rest.

Economic rent¹ is such annual payment as represents the value included in the right to use the bare land, that is, the land considered as being without buildings, crops, trees, etc. Only in Shakerton is there a provision (not yet availed of) for paying the customs tariff tax. In Sant Jordi there is none to pay.

The history of the five oldest enclaves (there have been no births in Sant Jordi, Shakerton and Ardentown) shows no case of infantile mortality in Free Acres; only one each in Arden, Tahanto and Halidon; and a low rate in Fairhope.² In Harvard in 1926 there was no death of an infant under one year of age; in Ayer there was one such death. In Massachusetts, during the decade 1900-09 the yearly average of deaths of infants under one year was 138 per 1000 live births; during the decade 1910-19 such average was 109; during the period 1920-26 it was 77.

Several mortgages upon improvements on leased land have been taken by the Bank of Fairhope; also by the Baldwin County Building and Loan Association, a recent change in the state law now permitting such loans. In Arden there are three instances where banks have taken mortgages upon improvements on leased land.

The following table shows the growth of the enclavial movement since 1911, an annual average for the first eight years of 9 per cent, and for the last eight years of 80 per cent.³

¹ See page 34.

² See page 42.

³ The average percentage of annual gain or loss as given in the column "Basis of 1913."

ENCLAVES OF ECONOMIC RENT

<i>Year</i>	<i>Gross Rent</i>		<i>Sq. km.</i>	<i>Sq.</i>
	<i>Actual</i>	<i>Basis of 1913⁴</i>		
1911	\$ 5,109	\$ 5,109	17	
1912	6,448	6,860	17	
1913	8,075	7,995	18	
1914	8,954	8,954	19	
1915	10,095	10,301	19	
1916	12,825	12,698	19	
1917	13,844	10,901	20	
1918	13,951	7,882	20	
1919	16,976	8,751	20	
1920	17,030	8,267	20	
1921	19,410	8,588	21	
1922	23,224	15,798	21	
1923	29,640	19,893	21	
1924	46,653	30,294	21	
1925	55,516	37,011	21	
1926	322,804	203,021	2352	90
1927	330,010 ⁵	218,550	2355	90

⁴ See Appendix I.

⁵ The rent of Canberra is taken as the same as in 1926.

THE ENCLAVIAL MOVEMENT FOR LAND EMANCIPATION

There are now twelve enclaves varying in age from thirty-three years down to less than two. They cover 2,354 square kilometers, or 909 square miles, yield a rent of \$337,809, have a population of about 7,000 and are to be found, for America, in the States of Alabama, Delaware, Maine, Maryland, Massachusetts and New Jersey; for Australia, in Canberra; and, for Europe, in the Republics of Andorra and France. They have all been financially successful. They have two guiding principles:

First—The levy of the economic rent, meaning the rent of site-value alone, for the benefit of the community, whether the land is used or not.

Second—The freedom of all improvements, or enterprise, from any levy.

The first principle means the taking of the whole site-value as rent. This is right, because the people at large, by their presence and the market they afford, create this site-value.

The second principle means that no part of what a man makes for himself shall be taken away from him by taxation (or rates).

The result of these principles is that industry is freed and a man retains the full reward of his labor. On the other hand, land cannot be kept idle for purposes of speculation, and each citizen or member has equality of opportunity to employ his talents in whatever direction seems to him best.

The land is held by an organization which lets it to lessees for long terms, usually 99 years. The rents are changed from time to time, if and as the values change.

It has been found that not only do the enclaves give better opportunities under the law of equal freedom than can be found elsewhere, but they make for a better public spirit and a wider social sense. One humble, natural result of this is that in no enclave, unless Canberra, the record for which is not at hand, has a resident been convicted of felony. The enclaves also promote health, education and a more reverent and appreciative attitude towards the higher laws which finally govern us all.

THE ENCLAVIAL MOVEMENT IN LAND EMANCIPATION

The enclaves are exemplifications of the doctrine of Moses, of the doctrine of Henry George and of the doctrine of many an eminent man in between. They are a reconciliation of theory and practice, each of which gives value to the other.

Hitherto there has been no federation of the enclaves or central secretariat; the Georgian Trust, which was formed to expand the enclavial movement, being the only general body. Those interested should either write for further information to the Trustees of the Georgian Trust at Old Common, Ayer, Massachusetts, who have for sale at 25 cents a copy, post-paid, annual volumes of the work, Enclaves of Economic Rent for the years 1921 to 1925; or consult under the title of Canberra, the federal capital territory, the Official Year Book of the Commonwealth of Australia; or write to any one of the following:

Secretary of the Fairhope Single-tax Corporation, Fairhope, Alabama; Secretary of Arden, Arden, Delaware; Clerk of Tahanto, Harvard, Massachusetts; Clerk of Free Acres, Berkeley Hills, New Jersey; Clerk of Halidon, Cumberland Mills, Maine; Fiduciaris de Sant Jordi, Santa Coloma, Republica de Andorra; Trustees of Shakerton, Old Common, Ayer, Massachusetts; Clerk of Ardentown, Ardentown, Delaware; Trustees of Gilpin Point, Preston, Maryland; Trustees of Trapelo, Kendal Green, Massachusetts; Secrétaire de la Société Liéfra, par Fontette, Aube, France.

February, 1928.

ENCLAVES

By PAUL PASSY

Translation from *L'Espoir du Monde* of October, 1927.

The plan adopted at Canberra, of which I told last month, leads me to say something of the activity displayed by the disciples of the American writer, Henry George, because it is evidently his theories that inspired the founders of Canberra.

I have before me a very suggestive work, entitled *Enclaves of Economic Rent*. It is a sort of general annual report very . . . interesting because it describes the efforts made to put in practice the principles of socialism.

I say socialism, but the disciples of Henry George do not use this term, indeed they reject it, although truly I do not know why. For the system they advocate reposes on the following principles:

1. Values due to natural resources and those which are derived from the labor of the multitude nameless and unknown shall inalienably be the property of the community.

2. The product of individual labor shall belong wholly to the producer.

These are principles of socialism, or else I am ignorant of what socialism is. Moreover, they are the whole of socialism, from the economic standpoint—apart from the political question.

Nevertheless the method of the Georgites differs profoundly from that of Marxian socialists. These last, we know, loudly declare that "socialism is not practicable on a small scale." All their endeavors are to get possession of power for the sake of then putting their ideas in practice. The experiments of colonies of collectivists, or of cooperative groups, or of free centres—such as Fort Mardyck, Liéfra, Danish land-settlements and colonies of Zionists—inspire them with neither confidence nor sympathy.

The Georgites, on the contrary, are of opinion that the movement must prove itself as it progresses, even if progress is slow and the scope limited. Some of them, therefore, have undertaken to found "enclaves"—that is the official title—in which their principles obtain as rigorous an application as the capitalistic environment permits.

There are nine of these enclaves today, of which eight are in the United States, and one in the Republic of Andorra. Their régime, with

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some variations, is that of Canberra. The land remains inalienably the property of the community. It is let to the members by long leases, according to the value of location of the bare land. The rent is subject to revision each year, provided the value of the site changes. All the product of individual labor belongs to the producer. The returns from the rent-roll go to the treasury of the enclave, which pays all taxes, the surplus going to works of general utility.

Thus the principles are not applied in the same manner as at Fort Mardyck, Liéfra, etc. It is not the land itself which is allotted equally, but its gross return in the form of rent. But the principles are the same, and that is what matters.

Now the enclaves, so far as one may judge from the report under my eyes, are very prosperous and ask for nothing but the chance to live and multiply. The most ancient, Fairhope, in the state of Alabama, dates from 1895 and hence is 32 years old. The suggestion is to link these enclaves together in a federation. . . . And I do not think I am betraying any secret in saying that negotiations are in progress to include Liéfra, after some slight change in its internal rules of operation.

Like ourselves, the "enclavians" have in large part drawn their convictions from reading, and meditating upon, the Bible. Of this one gets a notable assurance from the perusal in English of the *Moses* of Henry George and *My Neighbor's Landmark* by F. Verinder—books eminently suggestive.

And one may well ask oneself whether the method advocated by the enclavians—to multiply the enclaves to be both fields of experience and object-lessons—is not the surest way to propagate the principles of social justice.

FUND FOR LAND EMANCIPATION

DECLARATION OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That we, John S. Codman, John R. Nichols and Francis G. Goodale, being the Trustees of the Fund for Land Emancipation, under declaration of trust dated January 16, 1926, and recorded with Worcester District Deeds, book 2396, page 1, and recorded also with Middlesex (South) District Deeds, book 4939, page 506, by virtue and in execution of the power conferred upon us by Article Thirteenth of said declaration of trust, hereby amend said declaration of trust so that the same shall read as follows:—

Agreement and declaration of trust made by the subscribers hereto as trustees this sixteenth day of January, 1926.

I. *Title.* The title of the trustees of the trust hereby created shall be "Trustees of Fund for Land Emancipation" and any property conveyed or held by them under that description shall be held by them as trustees under this agreement.

II. *Purposes.* The purposes of the trust hereby created shall be to receive subscriptions in money and to apply the same to the purchase of rent-charges issued by the Trustees of Shakerton under declaration of trust dated November 29, 1921, and recorded with Middlesex (South) District Deeds, book 4477, page 323; or by the Trustees of Tahanto under declaration of trust dated April 15, 1912, and recorded with Worcester District Deeds, book 1992, page 245; or by the Trustees of Trapelo under declaration of trust dated May 13, 1927, and recorded with Middlesex (South) District Deeds, book 5103, page 393; to hold and manage such rent-charges so purchased and to collect the income thereon; to pay all proper charges and expenses of administering this trust; to distribute the net income and/or the principal of the trust or any part thereof, in dividends to shareholders hereunder; and at the termination of the trust to sell or otherwise dispose of such rent-charges so purchased and held and all other property of the trust and to distribute the proceeds thereof in dividends or otherwise to shareholders hereunder.

III. *Definitions.* The term "trustees" as herein used shall mean the trustees under this agreement for the time being, whether original or substituted. The term "shareholder" as herein used shall mean any holder of record of a certificate for shares issued by the trustees hereunder.

IV. *Powers of Trustees.* The trustees hereunder shall have the following powers:

(1) To receive subscriptions in money for shares hereunder in the amount of four dollars (\$4.00) and multiples thereof.

(2) To issue receipts for such subscriptions so received and to issue in exchange for such receipts certificates for shares hereunder in such form as the trustees may from time to time determine.

(3) Upon such terms as they shall see fit, to apply such subscriptions so received to the purchase of rent charges issued either by said trustees of Shakerton, by said trustees of Tahanto or by said trustees of Trapelo upon land held by said trustees respectively. The trustees hereunder are authorized to purchase such rent-charges either from said trustees of Shakerton, from said trustees of Tahanto, from said trustees of Trapelo or from persons already holding such rent-charges theretofore issued.

(4) To hold and manage such rent charges so purchased and any other property conveyed to them under this agreement as trustees as aforesaid in such manner as they shall deem for the best interests of the shareholders.

FUND FOR LAND EMANCIPATION

(5) To collect the income from such rent-charges so purchased and held and from any other property held by them as trustees hereunder.

(6) To pay out of said income all proper charges and expenses of administering the trust created hereby.

(7) To declare and pay to the shareholders, either out of the income or out of the principal of the trust property, such dividends as they may from time to time deem expedient.

(8) At the termination of the trust, to convert such rent charges so held and all other property of the trust into money and to distribute the proceeds thereof to the shareholders hereunder.

(9) To make contracts and to enter into, execute and acknowledge such agreements or other writings as they may deem expedient or advisable for any purpose pertinent to the purchasing, holding and/or managing of said rent-charges and other purposes of this trust, subject, however, to the provisions of Paragraph VI hereof. Any one or more of the trustees for the time being shall have power to execute and acknowledge on behalf of the trustees any such agreement or other writing, including, without hereby limiting the generality of the foregoing language, any instrument to be recorded with the Registry of Deeds, or similar office, of any county, state or country. The trustees shall not, however, incur any debt or liability except such as may be incident to the management of the property held by them as trustees hereunder as aforesaid.

(10) To exercise any and all other powers necessary or proper for the carrying out of the purposes of the trust as hereinbefore set forth.

V. Method of Operation. Certificates for shares hereunder shall have a face value of four dollars (\$4.00) each. The trustees hereunder, upon receipt of said sum of four dollars (\$4.00) or any multiple thereof, shall issue to the person so subscribing a receipt therefor and shall within a reasonable time thereafter issue in exchange for said receipt a certificate or certificates for the number of shares represented by such subscription so received.

Dividends upon the shares of any shareholder who owns less than twenty-five (25) shares shall be accumulated and applied in behalf of such shareholder to the acquisition of new shares until such shareholder shall have acquired and become the owner of twenty-five (25) shares.

Every shareholder owning twenty-five (25) or more shares shall be entitled to receive such dividends as may be declared and paid by the trustees upon the shares then owned by him; provided, however, that no individual shall receive dividends on more than one hundred shares held by him at any one time. Dividends upon any shares in excess of one hundred held by any individual shall be retained and applied by the trustees for the purposes of the trust, in any manner which they may deem expedient, and the acceptance by any individual of a certificate or certificates for shares in excess of one hundred shall constitute a consent and agreement by him that dividends on all such shares in excess of one hundred shall be so retained and applied by the trustees and a waiver of his rights thereto.

If any individual owning more than one hundred shares transfers all or any part of the excess above that number to another individual, the foregoing limitation upon receipt of dividends shall be binding upon the transferee if, as and when the transferee's total holdings exceed one hundred shares, but not otherwise.

Subject to the foregoing provisions regarding dividends on shares in excess of one hundred held by a single owner, every dividend shall be declared and paid and every other distribution shall be made pro rata according to the value of the shares

DECLARATION OF TRUST

issued and outstanding on the books of the trustees at the time of the declaration of such dividend or the making of such other distribution.

VI. *Limitation of Liability.* The trustees shall have no power to bind the shareholders personally.

In every contract made by the trustees, reference shall be made to this declaration of trust, and persons or corporations contracting with the trustees shall look only to the funds or property of the trust for the payment of any debt, contract or other obligation, or of any money or other thing of value that may otherwise become due or payable by reason of the failure on the part of the trustees to perform any contract in whole or in part, and neither the trustees nor the shareholders, present or future, shall be personally liable therefor.

VII. *Transfer of Shares.* Certificates for shares hereunder issued by the trustees shall be transferable only on the books of the trustees by the holder thereof in person or by attorney duly authorized in writing and upon the surrender and cancellation of such certificates duly endorsed.

VIII. *Total Subscriptions.* The total subscriptions hereto and hereunder shall not exceed in the aggregate one hundred thousand dollars (\$100,000).

IX. *Compensation of Trustees.* The trustees hereunder shall be paid their reasonable expenses incurred in the execution of the trust hereby created, but shall receive no compensation for their services. They may by a majority vote appoint one of their own number or an agent or agents to perform any part or parts of their duties, and the person or persons so appointed shall receive such compensation for his or their services as the trustees or a majority of them shall from time to time fix.

X. *Vacancies.* Any vacancy in the number of trustees shall be filled by the appointment, in writing, of one or more succeeding trustees by a majority of said Trustees of Shakerton, of said Trustees of Tahanto and of said trustees of Trapelo.

XI. *Vote of a Trustee.* If an individual is a trustee of more than one of the enclaves of Shakerton, Tahanto and Trapelo his vote, designation or assent in this or any other matter shall be counted in each capacity; as if said offices of trustee were held by different individuals.

XII. *Term.* This trust shall continue for the term of ten (10) years from the date hereof.

XIII. *Amendments.* This agreement and declaration of trust may be amended by the unanimous vote in writing of all of the trustees hereunder acting for the time being, provided, however, that no amendment hereto shall become effective or binding unless and until it has been assented to in writing by three-quarters, in number (and not in value of holdings) of the shareholders at the time of such vote. Provided that if a certificate stands in the names of more than one person, the joint-holders for purposes of assent shall be counted as a single shareholder only, and provided further that any one of several joint-holders of a certificate may assent on behalf of all the joint-holders of such certificate; but the foregoing shall not prevent the same person, if a shareholder in more than one capacity, individually and/or as fiduciary, from being counted in each capacity for purposes of assent, subject only to the above provision regarding shares jointly held.

Any trustee may resign at any time by notice in writing to the remaining trustees or trustee hereunder, and to the trustees for the time being of Tahanto, and to the trustees for the time being of Shakerton, and to the trustees for the time being of Trapelo, or to the trustees of such of said four trusts as are then in existence.

FUND FOR LAND EMANCIPATION

A certificate signed by one or more of the trustees shall be conclusive evidence of the regularity of any vote either amending this agreement or otherwise relating to or affecting the property held by the trustees hereunder and of any other facts stated in such vote or certificate.

IN WITNESS WHEREOF we, the subscribers, John S. Codman of Boston, Suffolk County, John R. Nichols of Wellesley, Norfolk County, and Francis G. Goodale of Weston, Middlesex County, all in the Commonwealth of Massachusetts, hereunto set our hands and common seal which each of us hereby adopts on the day and year first above written.

John S. Codman
John R. Nichols
Francis G. Goodale

And we the undersigned, shareholders of said Fund for Land Emancipation, hereby assent to the foregoing amendment to said declaration of trust and hereunto set our hands

Margaret P. Goodale
Francis G. Goodale
John S. Codman
Susan T. Russell
Roland B. Dixon
H. Asa Thomas

John R. Nichols
Fiske Warren
S. E. Russell
Joseph L. Richards
M. W. Winslow
W. E. Sweeting

And I, the said Francis G. Goodale, hereby certify that the above persons, viz., Margaret P. Goodale, Francis G. Goodale, John S. Codman, Susan T. Russell, Roland B. Dixon, H. Asa Thomas, John R. Nichols, Fiske Warren, S. E. Russell, Joseph L. Richards, M. W. Winslow and W. E. Sweeting, who have assented to the foregoing amendment, constituted three-quarters in number of the shareholders at the time of said vote.

Francis G. Goodale

Commonwealth of Massachusetts

Suffolk, ss.

October 29, 1927

On this 29th day of October, in the year 1927, personally appeared before me, Robert S. Barlow, a notary public in and for the Commonwealth of Massachusetts, Francis G. Goodale, personally known to me, who signed the within instrument as trustee as aforesaid and acknowledged the foregoing instrument to be his free act and deed.

Robert S. Barlow
Notary Public

My commission expires Feb. 24, 1933

Cambridge, Mass.

November 12, 1927

At 11 o'clock and 13 minutes A. M., received and entered with Middlesex South District Deeds, Book 5168, Page 10.

Attest:

Thomas Leighton
Register

FUND FOR LAND EMANCIPATION

LILLIAN E. TAYLOR
Secretary
MILDRED PILLMAN
Assistant Secretary

TRUSTEES OF FUND FOR LAND EMANCIPATION

Old Common, Ayer, Massachusetts
February 11, 1926

TO PURCHASERS OF STOCK ISSUED BY THE TRUSTEES OF THE FUND FOR LAND EMANCIPATION

This stock is issued for the purpose of enabling all sympathizers to express by action their interest in the emancipation of land from monopolistic control. The money received in payment for this stock is invested in securities representing the site-value of land which has been secured for actual use under the principles, as nearly as possible, of single tax; and each share of stock issued by the Trustees of the Fund for Land Emancipation represents an equal share in the value of such securities.

Eight tracts of land devoted to the purpose stated above and called enclaves of single tax are in existence today. They cover eight square miles and are shown on the map above. For the present the Trustees of the Fund for Land Emancipation are limited to the purchase of securities representing the site-value of land in the enclaves of Shakerton at Ayer and Tahanto at Harvard, Massachusetts.

Stock is purchasable at the rate of four dollars a share. Dividends on a single holding of from twenty-five to one hundred shares inclusive will be paid in cash. Dividends on a single holding of less than twenty-five shares will be accumulated without interest and applied in behalf of the holder to the acquisition of new shares until the holding shall have become twenty-five shares. Dividends on a single holding of one hundred shares or more will be paid to the shareholder to the amount of dividends on one hundred shares, and the amount of dividends upon any shares in excess of one hundred will be retained by the Trustees and applied by them for the purposes of the trust.

The Fund for Land Emancipation is held by us under a declaration of trust, dated January 16, 1926, and sent to be recorded with Registries of Deeds of Worcester District and Middlesex (South) District, and comes under the category of a holding or investment trust.

John S. Codman
Francis G. Goodale
John R. Nichols
Trustees

FUND FOR LAND EMANCIPATION

Holders of Stock

November 1, 1927

John S. Codman, 130 High St., Boston, Mass.
Roland B. Dixon, Harvard, Mass.
Catherine Gardner, 5 Exeter St., Boston, Mass.
Francis G. Goodale, Weston, Mass.
Margaret P. Goodale, Weston, Mass.
John R. Nichols, 40 Laurel Avenue, Wellesley Hills, Mass.
Joseph L. Richards, Hanover, N. H.
Selwyn E. Russell, Acton, Mass.
Susan T. Russell, Acton, Mass.
Walter E. Sweeting, 4015 Walnut St., Philadelphia, Pa.
Harold Asa Thomas, Lewes, Eng.
Fiske Warren, Harvard, Mass.
Edward Perry Warren, Gorham, Me.
Mary Winslow, 275 Clarendon St., Boston, Mass.

Total number of shares issued, 74.

NOTABLE QUOTATIONS

No man can be received into our commune who sayeth that the land may be sold. God's footstool is not property.

Cyprian. A.D. 200-258

The land is no man's property; none shall possess it as property.

Tertullian. A.D. 155-222.

The land question means hunger, thirst, nakedness, notice to quit, labor spent in vain, the toil of years seized upon, the breaking up of homes, the miseries, the sicknesses, deaths of parents, children, wives; despair and wildness which spring up in the hearts of the poor, when legal force, like a sharp harrow, goes over the most sensitive and vital right of mankind. All this is contained in the land question.

Cardinal Manning.

My reason teaches me that land cannot be sold. The Great Spirit gave it to his children to live upon. So long as they occupy and cultivate it they have a right to the soil. Nothing can be sold but such things as can be carried away.

Black Hawk in Prairie Years of Abraham Lincoln by Carl Sandburg.

The above quotations are reprinted from *Land and Freedom*, July-August, 1927.

The fields and the whole soil, and (if it can be managed) the houses, should be public property, . . . let at a yearly rental to the citizens; . . . and with this exception let them all be free from every kind of taxation in time of peace.

Spinoza. Tractatus Politicus, Chapter VI.

A PLEA FOR SCIENTIFIC TAXATION

BY CHARLES JOHNSON POST

Reprinted from the *Dearborn Independent* for April 9, 1927

In the rural court the justice looked down on the culprit.

"Fifteen dollars' fine for having a dog without a license," he said. "Might be a sheep-killer," he added.

In a court in a big city in the same state a police officer stated the charge. The court nodded.

"Drunk and disorderly and fighting in the car?" he asked. "Fifteen dollars' fine—maybe you'll learn not to be a nuisance next time."

The line of prisoners moved up. A shabby owner of a tenement house looked up at the judge.

"Violation of the building code—fire escapes unrepaired endangering life of tenants; plumbing a menace to health. Fifteen dollars' fine."

In that same up-state county the board of tax assessors was in meeting to hear protests and valuations.

"Now, Jim," said the chairman kindly, "you know that new cow barn of yours, paint and all, didn't cost you a cent under \$1,500. We've only raised your assessment \$750 and that only puts on \$15 to your tax. You've got no kick coming; that's fair enough. Fifteen dollars—why you ought to be paying \$15 more than that, by right."

In that same big city the committee on protests of the board of taxes and assessments was in session.

The chairman looked at the list of names before him.

"Well, Mr. Jones," he said firmly, "you admit that you've put in new plumbing throughout your house—a fine job, too, and you say it needed it. You've painted it and put lanterns in the front door, and our assessor says it's the best-looking house now in the block. It cost you anyway \$3,000 and all we're doing is raising your assessment so your tax is \$15 more. That \$15 tax extra will have to stand. Next!",

A young man stepped forward. "Your Honor," he said with embarrassment, "I bought a lot when I got engaged; it wasn't anything but weeds and tin cans. Then I got married and we built a house on it. It cost \$7,500. I am paying interest on the mortgage and paying off the principal. It's not easy sledding. My tax bill of \$187.50 is pretty stiff. Most people think it looks better than it did with the tin cans and weeds there."

A PLEA FOR SCIENTIFIC TAXATION

"Sorry," said the chairman, "but that's the law. Next."

The self-possessed, clean-cut business man stepped up before the chairman.

"I have just added a new wing to my factory," he said. "I have hired one hundred more skilled workmen and am paying them good wages. They spend those wages in this community, and have added that much more to the purchasing power of this city. I have put in \$50,000 in new machinery—this means that in some other town in the nation hundreds of men were paid wages to make that machinery. I am shipping ten additional carloads each week from that new wing—and that means more business for the truckmen here and for the railroads that haul it. In other words, I have invested over \$80,000, about \$250,000 more each year in wages, in this community. And you have raised my tax assessment so that I must pay \$2,000 more taxes on that account! Is that common sense?"

"Sorry," said the chairman. "Next!"

"Well," retorted the manufacturer, who knew about dogs and drunks and disorderlies, "I could keep 133 sheep-killing dogs for that money or pay the fines of 133 drunks and disorderlies! I'd like to shake the hand of the man who said the law is an ass!"

And there you have the tax laws of every state in the United States in a nutshell. Unscientific! That is too mild a word for a jumble of tax laws that actually are repressive and destructive of the very business life of our nation.

Just think it over for a minute. What makes a people prosperous? It is their ability to produce merchandise in all forms and exchange the same. With this production of merchandise invention is stimulated, merchandise is produced more easily and more people enjoy it; new desires create new jobs and more prosperity. The encouragement of the production of merchandise in all its forms is the basis of a nation's prosperity and progress. It is its life.

So that one would think, naturally, that a wise nation and an intelligent people would demand that every encouragement be given to the production of merchandise. And yet we put the penalty of higher taxes on the very enterprises that make more jobs, employ more men, and increase the purchasing power of the country. We fine the owner of sheep-killing dogs; we fine the man who is a public nuisance; we fine the man who allows his tenement to be a menace to health and life; and we do all this, properly enough, in order to keep down the number of these nuisances.

And we fine the man who builds better and safer houses! And we

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fine the man who increases the manufacturing business of the nation, and increases the amount of wages that he pays, and who adds to the wealth and purchasing power of the country! We fine them by higher taxes. Are these men nuisances, too? If not, why should they be treated as such?

It is time to stop and think—that is, if we want our prosperity to continue—and do some scientific thinking on tax matters and the actual destructiveness of our tax laws.

Our tax laws are nothing but an evolution of the ignorance of the historic past. They are not based upon scientific principles. Originally taxes were nothing but tribute, or plunder, exacted from a conquered people; and their collection was farmed out to tax-gatherers who extorted as they chose so long as they turned in to the central government a fair share of the plunder.

Then, in feudal times, the king received tribute, or taxes, from the feudal barons who, in turn, exacted tribute from the people directly under them. But here was really a much higher plane, for the king gave a service in return—the service of a common protection to his barons. The barons, in their turn, gave the service of protection and security to those directly under them. This was not so bad, in principle, for it had in it the sound principle of taxes to the government in return for definite service rendered.

But then came the muddled thinking. Just because these taxes were collected from the rich—barons or merchants or farmers—so the idea developed that taxes should be collected from those who made wealth, that it was just tribute and should be collected like tribute. As governments expanded and progressed the idea became crystallized that taxes should be paid out of merchandise and goods! And the sound principle that taxes are merely a payment from individuals to the government in return for services rendered by the government to the people dropped out of sight.

Thus we evolved into our present condition where we apply the same principle of penalty taxation to the nuisance that we do to the things that benefit the nation and are its source of prosperity.

As one studies the development of government since the Middle Ages, one sound underlying principle is noted—and it has been forgotten or snowed under. It is the principle that taxation rests on *services* rendered by the central government in whom the taxing power properly resides.

These governmental services—security, good roads, schools, police, fire protection, courts of justice and the whole mechanism by which a

A PLEA FOR SCIENTIFIC TAXATION

community is administered—are the services which the people must support and pay for in the form of taxes.

All of these services performed by the government create values. These values, and the opportunities that lie in them, help to create wealth. So it is proper that taxation should be levied against the values that government creates; it is proper, again, that taxation should be collected from this government-created wealth. And, since these values are created by the government as a whole, they properly *belong* to the government, and *not* to any private individual. This is reasonable and scientific in principle. Any other line of thought brings us back to taxation as a mere form of extortion or tribute. If this is too abstract, let us take the young man who built himself a house and home on the weedy, tin-can vacant lot.

When that young man bought the lot, the man who sold it to him said: "Now, when you buy this lot you have water piped in this street; the street is paved; there is a splendid school system here just a few blocks away; we have the finest fire department; in fact, while this lot may cost a little more than elsewhere, yet you get better service with it." Fine.

So he bought lumber for his house—business was that much better in lumber—plumbing supplies, wall paper, masonry, carpentry, cement, bricks; all paid wages to build that house; and railroads and truckmen had to haul it. The young man had contributed just that much to make business better for the country. But as soon as the house was up, along came our unscientific tax system to fine him—I mean tax him—for having helped add that much more business activity and prosperity to the country. Could anything be more absurd? We fine men who are nuisances or maintain nuisances in order to lessen the number of nuisances. And we fine men who do the things that we want to have done plentifully in order to increase business and make prosperity more plentiful!

Or, take the business man who built the new wing to his factory and added a hundred new men to the payroll—with money to be spent in that community. We fine him, too! Could anything in taxation be more unscientific?

These men have added new values to the community. They have helped make business better—not only for their own community but for the entire nation. These are the men who are making the United States what it is. They are progressive, forward-looking, energetic citizens upon whom the wealth and prosperity of the country depend. And we raise their taxes, make them pay stiffer fines for the benefits they create.

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Of course, the business man adds the taxes to his price. The price is higher and fewer goods are sold on that account. Fewer goods require fewer men to make them. Fewer men earning wages make less money to spend in buying goods in all other lines.

In other words, our present unscientific and actually destructive tax methods destroy each year a large part of the purchasing power of every city and every state throughout the nation. And it is upon this purchasing power that the prosperity of our country depends.

If you think that there is only a trifling figure involved, just take New York State, for example, where, on our present unscientific methods, the tax valuation is over *sixteen billion dollars*. With a tax rate of two per cent this means our unscientific taxes for that one state are over \$320,000,000 a year. Naturally, tax dodging, methods of favoritism and various other causes reduce the actual amount, but taxes actually collected for that year amounted to \$133,500,000. Some of the tax, of course, was collected from the mere value of unimproved lands; but most of it was collected from the *improvements* of the land—in other words, upon the very things we should encourage and not fine, as if they were a nuisance.

No state can afford to fine its industries with taxation by from \$25,000,000 to \$75,000,000 or more a year and not seriously affect its purchasing power and business interests.

Observe, on the other hand, what our unscientific tax laws do to the man who owns land—either farm land or city land—and does nothing at all with it, who lets it run to weeds and scrub or tin cans and rubbish. *He pays the lowest taxes!* The man who does nothing to increase the business and prosperity of the community or the nation, who builds no house or plant, who stimulates no industry by purchasing its manufactures for use upon his property—this slacker in our national business life is rewarded by being charged *the lowest taxes* just so long as he *does nothing* to stimulate business and manufacture!

Is that unscientific?

The step to scientific taxation is simple. Let the taxes or fines be gradually abolished on the improvements—houses, buildings, machinery, herds, orchards, crops and all the constructed values that go upon the land and that create business and prosperity—and placed instead upon the value of the land itself. Not upon the *amount* of the land, but solely upon its *value*, whether a city lot of high value or a farm, the value of which was made by the farmer's labor upon its raw, unfenced, undrained and bush-grown acres. Exempt the labor values. The foundation of prosperity is production. The foundation of production is pur-

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chasing power. As we tax and thus penalize production, we lessen purchasing power. Scientific taxation is a business necessity. And it must not be delayed.

Let me quote you one of the best American authorities in the field of economics and taxation in the United States, Professor Irving Fisher of Yale University:

"Premising, that so important a change should not be made abruptly, I favor the gradual reduction, so far as possible, of the tax burden on industry and labor, and taking instead the economic rent of the bare land."

This is scientific taxation.

A SINGLE-TAX COLONY

AN ECONOMIC EXPERIMENT AT FAIRHOPE, ALABAMA

BY R. F. POWELL

Reprinted from the *Review of Reviews* for August, 1927

Location—eastern shore of Mobile Bay, on the highest point of land fronting salt water along the coast and shore lines between New York City and Old Mexico. It is an excellent place to spend the summer. The bathing beaches cannot be excelled, while the climate, water, healthfulness and reasonable charges are all greatly in its favor.

As a winter resort it surpasses even the summer attractions. There is nothing finer in the whole South or West. It is approximately the center of the Great American Riviera.

Benefits Without Taxation

The most noted thing about Fairhope, however, is the fact that settlers, business people, and producers of wealth in whatever line get all the land they need without having to buy it, and get all their State, county and municipal taxes paid by others. It's the only live, thriving community in America (perhaps in the world) that has revenue without "taxation," in the usual meaning of that term. For in Fairhope you *rent* the land you want (on a 99-year lease) instead of buying it, and the landlord pays all your State, county and municipal taxes out of the rent you pay, using the balance for local public purposes.

In Fairhope they exempt all kinds of productive enterprises from taxation. "It's all right," they say, "to fine a man once who robs a house; but it's all wrong to fine a man, every year as long as his house stands, for building a home, even though the fine is called a 'tax.'" It's a worse crime, they insist, under our present system of taxation, to build a home than it is to rob one. If one *robs* a home we fine him once, provided we catch him. But if you *build* a home the tax assessor is sure to catch you and fine you every year thereafter as long as your house stands—and call it a "tax."

At Fairhope they teach that the earth is the source of life—the storehouse from which all wealth is drawn; that it is the gift of the Creator to all living beings, and is, therefore, the rightful inheritance of all His children. All men have an equal right to it, without having to buy a piece of it from some fellow creature. The idea is based upon funda-

A SINGLE-TAX COLONY

rental principles, universally admitted by men of all beliefs, one of which is that "all men have an equal right to life, liberty, and the pursuit of happiness," which means that all men have an equal right to the use of land. Fairhope is simply putting these principles into everyday practice. The community was founded a third of a century ago, and these theoretical ideas have worked beautifully and with a minimum of friction during those years. Any why not? Justice among men is quite practical and easy to achieve if you start right and stick to fundamentals.

Here is the scheme at Fairhope:

It's called a Single-Tax Colony, but a better name would be a *no-tax community*, for really they pay *no taxes*, as that term is commonly understood.

Colony Land Held by a Corporation

The title to the land (about 4,000 acres) on which the Colony is located is held by a non-profit-making corporation that performs the functions of a trustee. This organization, the legal owner of the land, administers it for the joint and equal use of all those who live upon it. Anyone of good character is allowed to settle upon and take as much or as little as he desires, on the sole condition that he pay annually to the corporation its full rental value. And, since the selling value of land is based upon its rental or annual value, it is easy to determine the rental value. If a leasehold will sell for more than the improvements are worth, it is fairly evident that the full rental value is not being collected.

The Colony started with seventy acres (in the woods), which cost six dollars per acre. Computing the rental value at 5 per cent of the selling value, this land had a rental value of thirty cents an acre. Another act of one hundred and twenty acres was soon added at \$1.25 per acre, the rental value at that time being six and one-quarter cents per acre. "A pretty small beginning," you say. Yes, indeed; but perhaps in himself, even the universe, had a small beginning.

Increased Land Values

Let us follow the trail that has been made by this small community in the woods. The rentals paid to the corporation, small as they were, proved to be sufficient to pay all State and county taxes, as levied and collected by the tax authorities. Houses (small shacks) were built, all fields were cleared and gardens planted, a little store was opened, a weekly paper made its appearance. State and county taxes went up. The State tax assessors and collectors followed close in the

A SINGLE-TAX COLONY

wake of every new home or farm with their levies (fines on production, the Fajrhopers call them). But land values went up also, and the trustee soon found the contents of the community's treasury a little larger than the total taxes levied by the State and county. Year by year the land holdings of the trustee increased. The taxes demanded by the State and county grew because new houses were being built and new businesses were springing up; but new land values were being added, for two reasons:

(1) Land speculators quickly appeared. So the normal demand for land was supplemented by an artificial demand, and the colony's income grew apace. Even a small annual surplus arose. The State and county organized a public school, but had only funds enough to pay a teacher for four months. The Colony supplemented this fund out of its surplus, and the teacher taught Colony children six months. People living on privately-owned land kept their children home or paid a tuition fee for those two extra months. Justice, although demonstrating a theory, was working pretty well.

(2) New roads (mere trails) were opened. A post-office came from Uncle Sam, and a church from a mission board. But the good people balked at building a church on publicly owned land. Its sponsors said: "The church must have privately owned land. We must have a *deed* to the land on which we build a church." Land speculators clapped their hands. One came to the rescue by *giving* to the church organization a lot. He said it would make the land in the community worth more. And so it did—because more families came to settle. Some of them followed the church's example and settled on privately owned land, but a great majority considered the Colony policy better. About nine of every ten newcomers settled on Colony land. The speculators "knocked" the Colony and praised the church, but no serious friction arose.

The Colony was now seven or eight years old and had acquired seven or eight hundred acres, and there were about 150 families in the community, of whom more than 120 were living on Colony land. The acreage held by speculators was, in many cases, being offered at a very low price. The writer bought a five-acre tract in the very heart of the village for just about what the improvements on the land cost the owner. This disgusted land speculator soon left for Canada. He wanted to "get away from a growing community where privately owned land was a drug on the market." But the new owner gave these five acres to the Colony and became a member and a lessee.

A SINGLE-TAX COLONY

Contributions to the Land Fund

The scheme that had been worked out for raising money with which to buy additional land was for each person who became a member of the Colony to pay \$100 as a membership fee. But since only believers in the idea were wanted as members, and since non-members had all the privileges and advantages of members, except that they could not vote or hold office, there was little incentive to become a member. So funds with which to buy more land were very limited.

Land was very cheap. New members came in slowly, so slowly that "something must be done." A decision was made to ask friends in other parts of the country to make contributions to the land fund. We members could not put our good ideas into practice without land, and we couldn't get land without buying it, even though we *were* living in a wilderness. A solicitor was selected and sent forth. New York, Philadelphia, Baltimore, Washington, and even Boston, the center of conservatism, heard the appeal and responded in a small way. But within two years 200 acres of very choice land were added to our holdings. To the Fairhoppers the results were not satisfactory. To continue that plan meant to cover the same ground again and again. It was given up—when I walked a friend with a deed to 2,500 acres in one lump. It was like a shower of manna from a clear sky. This happened in 1905. Very little land has been added since.

Transportation was now the problem pressing hardest for solution. Boats could not land without a wharf, the building of which would cost not less than \$1,500. The Colony had little money and less credit.

The Colony Builds Its Own Wharf

The boat company managers, who had practical monopoly of the traffic, said they would build a wharf if they could own it and have the exclusive privilege. This meant to the colonists that they must give up at least a part of their fundamental doctrine, which stressed "no monopolies, no special privileges of any kind to anyone." The offer was declined; but a counter proposal was made as follows: "Let's build one ourselves. Only three things are needed.—(1) A place to put it, and we have that; (2) Material out of which to build it, and we have that on the land we own; (3) Labor to put the material in place, and we have that—our settlers and their neighbors need work."

The Colony could issue certificates to those who performed the labor that should be receivable at par for all debts due the Colony, including wharfage and rents. Merchants said: "We will accept such certificates for goods, since they are good for wharfage and rents." So the boat

A SINGLE-TAX COLONY

landing became a reality in a very short time. Approximately \$1,300 in such certificates were issued, and these circulated as freely locally as the currency issued by Uncle Sam. At the end of each quarter such of these certificates as could be spared were destroyed, until about \$1,100 had been thus disposed of. The other \$200 worth is either mislaid, stolen, or lost. So, instead of following the old idea of issuing bonds to run twenty or thirty years, bearing 6 per cent interest or more, payable in gold, by which method the wharf would have cost \$1,300 in bonds, plus at least \$76 per annum interest for twenty years (equal to \$1,420 more, totaling \$2,700), we got the wharf for \$1.100—a saving of \$1,620.

Our economic and financial theories were working as well as we could expect.

Water Supply

We needed a public water supply. It cost each settler not less than \$100 to provide himself with a well. It was suggested, since the Colony had no money or credit, that a franchise be granted to a water-supply company. But again fundamentals were involved. "No franchises or special privileges," said the program. "Let's build one ourselves," became the slogan. "Let each person who wants a water supply pay \$50 for a street connection. When 120 have joined the group, \$6,000 will be available. This, we estimate, will lay the pipe and install a small pumping station; but, since such conveniences invariably increase land values, the Colony will collect more rent, out of which it can run the pump. Each subscriber, therefore, can have the water free."

Think of it! Even a water supply furnished free! But it worked, and settlers on Colony land had free water—until a municipality was organized and the plant was taken over by the city. Not being the land owner, the city had to have a revenue from the water users, so the authorities began making a charge for water. They abolished the \$50 connection fee and issued bonds to make extensions and improvements. So, on the water question, we have gone back to what the late President Harding probably would have called "normalcy."

Telephone Service at Cost

The Colony installed a telephone system. Each telephone subscriber paid a fee of ten dollars for a connection and bought and installed his own telephone after the connection was made. The Colony paid for operating the exchange out of the increased community income. There was no telephone bill to pay on the first of each month; consequently almost everybody put in a 'phone. The big telephone com-

A SINGLE-TAX COLONY

panies at first said it wouldn't pay to install a system in so small a community; but when there came to be fifty or sixty users on the Colony's exchange, they wanted to come in, and asked for a right-of-way—a franchise. The Colony said: "No; no franchise, no right-of-way over our land. But," it was added, "you may come in over our lines free of charge, provided you will allow us to use *your* lines throughout the county free of charge." The Bell Telephone Company, the big monopoly, said: "No such deal as that for us." But the Home Telephone Company, which was having a hard struggle to keep its head above water, said: "Yes, we will be glad to make such an arrangement with you." And they did.

How State and County Take Toll

All these conveniences added much to the land values. State and county taxes didn't fail to climb. A new porch, a coat of paint, or a few extra shrubs and flowers in the grounds around the home caused the assessor to raise the taxes. "What a silly law!" said the Fairhoppers. "Why punish people for doing the very things you want them to do? Why, for illustration, do you put a larger tax, or fine, on a man who builds a good house than you do on the man who maintains a shack or a slum in the community?" The Fairhope policy reverses this practice. They exempt all improvements from taxation. The man who holds land idle or poorly improved pays the same rent to the Colony as the man holding an adjoining lot who makes a fine improvement on his land. In some cases, where extra fine improvements are made, the taxes levied by the State, county, and city are more than the rent of the land that the Colony collects on that particular tract. The Colony refunds to the property owner the difference.

How laughable this must seem to the ordinary, every-day political economist! But under such a program Fairhope is growing faster than any other town in Baldwin County, although its transportation facilities are the poorest. Bay Minette, the county seat, Foley, Robertsedale, and Loxley, the best four towns outside of Fairhope in the county, have railroad connections; Fairhope has none. They all have private ownership of land and collect taxes in the old way. They even require people engaged in business, or who have a profession, such as doctors and lawyers, to pay a license fee also. They fine a tramp once if he has no job; but they fine annually the business and professional men who have occupations and hold onto them.

A SINGLE-TAX COLONY

The Colony's Balance Sheet

A third of a century has passed since Fairhope started to put these theories into practice. It is often asked: "Do they work satisfactorily? Will they continue to work when the town becomes a great city?" The promoters and supporters unanimously say yes, and call attention to the present income of the Colony from land values alone as compared to the outgo for State, county, and municipal taxes.

The Treasurer's report for 1926 shows the following:

Income from rentals, wharfage, stumpage, turpentine leases, etc.....	\$41,532.46
Cash balance from 1925.....	4,079.76
Colony certificates on hand January 1, 1926.....	154.80
Available for 1926 budget.....	<u>\$45,767.02</u>
Taxes paid on land, improvements and personal property of lessees and refunds to lessees, etc.....	<u>25,087.96</u>
Leaving a surplus of.....	\$20,679.06
Out of this surplus there was paid for repairs and extensions to the wharf.....	\$ 5,783.69
For operating telephone.....	1,026.27
For maintenance and operation of library.....	675.00
For salaries, postage, advertising, attorney's fees, donations, etc.....	2,375.44
For highways, street improvements, parks.....	1,550.22
For purchase of land.....	1,655.40
	<u>\$13,066.02</u>
	13,066.02
Surplus after making payments above enumerated.....	<u>\$ 7,613.04</u>
From which a sinking fund of \$3,000 for rebuilding the wharf should be deducted.....	<u>3,000.00</u>
	\$ 4,613.04

Note how persistently the surplus hangs on. To help us overcome it the Federal Government has taken a hand. Although the Colony organization is purely benevolent and educational, Uncle Sam's tax-gatherers took out of this surplus, for the year 1926, \$1,583.23, and called it an "income tax"; and, although we have no capital stock, they collected a "capital stock tax" of \$113, and a further sum of \$479.72, calling it "internal revenue"—a total Federal impost of \$2,175.95. And yet there remains a surplus of \$2,437.09! What a bonanza this would be to thousands of hungry tax-consumers in America if the tax-gatherers only

A SINGLE-TAX COLONY

knew how to avail themselves of such a golden opportunity! And what a relief to taxpayers!

Can any other community in the United States or elsewhere show such a record? Yet thousands of people who live in other communities and even in Fairhope are not supporters of this policy. Many of them are not interested enough to investigate and find out what is being done right under their noses, where prosperity and comfort for all are within easy reach.

"Oh, that some giant savant would rise
And pull the scales from off our eyes!"

THE GEORGIAN TRUST

How to expand the enclavial movement, affording all interested the opportunity to contribute by loans or gifts, while insuring funds from a reliable source of supply, was the subject of much meditation in the years preceding 1920, and, in that year, the Georgian Trust was formed. In anticipation of its formation, the Trust of Sant Jordi, re-formed in 1918, provided (see page 209) for a part of its receipts to be turned over to the new trust, and the Trust of Shakerton (see page 231), formed in 1921, provided likewise.

A certain solidarity is given to the enclaves by the provision making the approval of a majority of them necessary to confirm the appointment of a new Georgian trustee.

THE GEORGIAN TRUST

KNOW ALL MEN BY THESE PRESENTS: That we, M. Phillips Mason and Fiske Warren, being the Trustees of the Georgian Trust, so called, under Declaration of Trust dated September 3rd, 1920, and recorded in Worcester District (Massachusetts) Deeds, book 2227, page 73, by virtue and in execution of the power conferred upon us by Article Ninth of said Declaration of Trust, hereby amend said Declaration so that the same shall read as follows:

KNOW ALL MEN BY THESE PRESENTS: That we, M. Phillips Mason and Fiske Warren, both of Harvard, in the County of Worcester and Commonwealth of Massachusetts, associate ourselves as trustees to hold property which comes into our hands as such upon the trusts hereinafter set forth, and hereby acknowledge and covenant and agree with each other, and with all persons who may hereafter transfer any property to us that we hold and will hold all property received by us as trustees hereunder for the purposes and upon the trusts hereinafter set forth and none other, to wit:

FIRST — *Name*: This trust shall be known as The Georgian Trust.

SECOND — *Purpose*: The purpose for which this trust is organized is to hold and manage real and personal property which may come into the hands of the Trustees as such with the powers hereinafter set forth and for the objects hereinafter defined.

THIRD — *Objects*: The objects to which the trust property shall be devoted are to promote, encourage and assist the adoption and practice of the principles of Single Tax, including among other things:

1. Making loans or gifts (a) for assisting or enlarging enclaves

GEORGIAN TRUST

existing for the practice and demonstration of Single Tax principles;
(b) for founding new enclaves of like character.

2. Giving prizes, pensions or other gifts to persons whose services, past, present or prospective, to the promotion of Single Tax principles (preferably in the form of enclaves) may in the opinion of the Trustees warrant such action.

3. Endowing or supporting other trusts with similar objects or for the same general purposes.

4. Supporting such other activities as in the opinion of the Trustees may be desirable to promote the general purposes herein set forth.

FOURTH—Powers: The Trustees hereunder shall have all powers necessary or proper to carry out the general purposes of this trust, including, among other things:

1. Power to employ all such clerks, attorneys, agents, servants and assistants as they may from time to time find necessary or convenient.

2. Power to organize such executive board or boards as they may from time to time find convenient, and to delegate to every such board such part of the powers of the Trustees as they deem expedient, for such period as they deem expedient, and subject to such limitations as they think convenient.

3. Power to organize from time to time such advisory boards as they think proper with such functions and powers as they think expedient.

4. Power to do all acts in relation to the administration of the property of the trust which they might do if absolute owners thereof, subject only to such special provisions and obligations to act as are herein contained, including among such powers the right at any time to sell any real or personal property held by them as Trustees at public or private sale, for cash or on credit, on such terms as they shall think fit, and to convey or transfer the same by good and sufficient deeds or other instruments, no purchaser or other person dealing with said Trustees to be responsible for the purchase money, or for any payment made to the Trustees; power to invest any property in their hands, or the proceeds of any property, and to re-invest the same, and from time to time to change investments; power to borrow money for the purposes of the trust without personal liability on the part of the Trustees for the re-payment thereof; power to pledge or hypothecate in any form any of the trust property to secure any such loan.

FIFTH—Management of Property: The Trustees may receive and manage any property for the purpose of extracting value therefrom, but in the management of any property which consists of a disappearing or wasting natural resource, all value extracted therefrom in excess of

GEORGIAN TRUST

the expense of extraction shall be maintained by the Trustees unimpaired as principal, except that the Trustees may grant to any enclave or trust organized for similar purposes, whether local or general, any such natural resource, or any principal realized from extraction by them therefrom, subject to the same obligation to maintain the capital value unimpaired, and to use the income from such capital value as hereinafter provided.

The Trustees shall invest each year all principal realized by them from a natural resource above referred to, and shall thereafter maintain the principal of such investment, but shall be at liberty as to the income received from such investment not required to maintain or restore the capital value to deal therewith in the same manner as provided with respect to other income of the Trustees. All annual net income of the Trustees except as last above provided they shall apply one-half to the increase of the capital resources of the trust, and the other one-half to such other purposes of the trust as they from time to time think fit.

SIXTH — *Ultimate Disposition of Property:* Upon the termination of the trust, all the trust property then in the hands of the Trustees shall be distributed by the Trustees in gifts to one or more enclaves then in existence, or to such public object or objects as a majority of the Trustees for the time being in concurrence with the governing bodies of a majority of the enclaves associated with this trust then in existence may determine, or in default of agreement, to the public authorities of municipalities or equivalent bodies within the geographical boundaries in which such associated enclaves are included, such distribution to be made in proportion to the rents which during the last preceding fiscal year were received by the enclave or enclaves within the geographical boundaries of each such body, such gift to be in all cases for public uses.

SEVENTH — *Associated Enclaves:* For the purpose and within the meaning of this instrument any enclave shall be deemed an associated enclave if it has been declared such by the Trustees, and such declaration has not been abrogated by the Trustees by instrument in writing duly communicated to such enclave, and any action taken in connection with this declaration of trust by the governing body of an enclave shall be deemed to have been properly taken by the governing body if approved in writing by a majority of the members of the community of such enclave, or by vote at a meeting of such community duly called for the purpose of taking such action, or in any enclave in which there is no organized community if approved in writing by a majority of the Trustees of such enclave.

EIGHTH — *New Trustees.* The Trustees hereunder may at any time and from time to time by instrument in writing and under seal duly

GEORGIAN TRUST

acknowledged, increase the number of Trustees and appoint new Trustees, and appoint a Trustee to fill any vacancy that may arise in the Board of Trustees. No appointment of a Trustee to fill a vacancy, or as an addition to the Board of Trustees shall, however, be valid if made after five years from the date of this instrument, if at the time the Trustees hold property of the value exceeding ten thousand (10,000) dollars, unless and until such appointment is confirmed by the approval in writing of the governing bodies of a majority of all enclaves at the time associated with this trust, and any approval in writing by the governing body of any enclave shall be revocable by the governing body thereof by instrument in writing duly filed with the Trustees unless prior to the receipt of such revocation a majority of the associated enclaves have given an approval which remains unrevoked.

NINTH — Amendments: This declaration of trust may be amended at any time in any manner, including a provision for its termination prior to the time hereinbefore fixed, by instrument in writing signed by the Trustees for the time being, or a majority of them, and confirmed in the manner hereinbefore provided for confirmation of appointments of new Trustees; the necessity of such confirmation shall exist only under the conditions requiring such confirmation for such appointments.

TENTH — Authentication of Facts: The certificate in writing duly sworn to and acknowledged by a majority of the Trustees for the time being setting forth the existence of any fact authorizing any action taken by the Trustees, including any facts necessary to warrant the appointment of a new Trustee, and including the statement of confirmation of any such appointment as required in the preceding article shall be conclusive evidence in favor of all persons acting in good faith in reliance thereon that the alleged facts therein set forth exist, and the records of the Trustees purporting to show resignations, increases in number and appointments of new Trustees, authenticated by the persons appearing from such records from time to time to be the Trustees, shall be conclusive evidence as to who are the Trustees at any given time in favor of any person acting in good faith in reliance thereon.

ELEVENTH — Duration of the Trust: This trust shall continue until the lapse of twenty-one years after the death of that one of the following named persons who dies last:

Said M. Phillips Mason, said Fiske Warren; Sarah Warren, Martha Warren, Jeanette Warren, Georgia Warren and Josephine Warren, being children of Joseph A. Warren of Westbrook, Maine; Rachel Warren Lothrop, Marjorie Warren and Hamilton Warren, being children of said Fiske Warren; Samuel K. Lothrop, Jr., being a son of said Rachel War-

GEORGIAN TRUST

ren Lothrop; Helena Elisabeth Mason and Richard Phillips Mason, being children of said M. Phillips Mason; and Janet Warren Shaw, Catherine Warren Shaw, Mary Warren Shaw, Rhoda Warren Shaw and Lois Warren Shaw, being children of Lois Warren Shaw of Manchester, New Hampshire.

IN WITNESS WHEREOF the said M. Phillips Mason and Fiske Warren, as Trustees as aforesaid, hereto set their hands and common seal, which each of them hereby adopts, this third day of September, A. D. 1920.

M. Phillips Mason { S. }
Fiske Warren { S. }

IN WITNESS WHEREOF, we, the said M. Phillips Mason and Fiske Warren have hereunto set our hands and common seal, which each of us hereby adopts, this fifth day of March, A. D. 1923.

M. Phillips Mason { S. }
Fiske Warren { S. }

COMMONWEALTH OF MASSACHUSETTS

We, M. Phillips Mason and Fiske Warren, hereby certify that we are the Trustees and all the Trustees of the Georgian Trust, so called, under Declaration of Trust dated September 3rd, 1920, and recorded in Worcester District (Massachusetts) Deeds, book 2227, page 73.

M. Phillips Mason
Fiske Warren

State of Maine }
County of Cumberland } ss.

On this sixth day of March, A. D. 1923, before me personally appeared the above named M. Phillips Mason and made oath that the foregoing certificate signed by him is true, and acknowledged the same to be his free act and deed.

Herman L. Stover,
Notary Public.

On this fourteenth day of March, A. D. 1923, before me personally appeared the above named Fiske Warren and made oath that the foregoing certificate signed by him is true, and acknowledged the same to be his free act and deed.

Elizabeth P. Todd,
Notary Public.

My commission expires January 22, 1926.

GEORGIAN TRUST

Worcester, ss.

March 23, 1923

At 9 h. 28 m. A.M. Received and entered with Worcester District
Deeds, Book 2293, Page 196.

Attest:

Chester S. Bavis
Register

FINANCIAL STATEMENT

For the Year Ending March 31, 1927

<i>Receipts</i>			<i>Expenditures</i>
Balance March 31, 1926.....	\$124.95	None	
Shakerton loan.....	70.00		
Interest on Shakerton loan.....	2.33		
Bank interest.....	7.09		
Gifts.....	51.39		
	\$255.76	Balance March 31, 1927	\$255.76

AN EVALUATION OF ECONOMIC RENT

It is of great importance to economists to determine the economic rent of the United States. If we assume that the average per capita economic rent of Fairhope, Arden, Tahanto, Halidon and Ardentown, plus the per capita taxes not included therein (see pages 76, 127, 157, 199, 258), is the true economic rent, viz., \$112.29, no allowance being made for higher prices because of the tariff; and if we also assume that the per capita economic rent of the United States, including Alaska, Porto Rico and Hawaii, is the same as the average for the above named enclaves, then the total economic rent of the United States is \$13,346,452,530;¹ which compare with the estimate of nine billion dollars in *The Libertarian* for January, 1925, and the estimate of \$13,600,000,000 in *The Pennsylvania Commonwealth* for October, 1927.

The total taxes paid in the United States are approximately as follows:

Total federal receipts, 1926.....	\$3,962,756M ²
Total levies of general property taxes of states, counties, cities, towns, districts, etc.....	3,503,725M ³
Special property and other special taxes levied by states	218,777M ⁴
Poll taxes, licenses, fines, etc.....	676,024M ⁴
	\$8,361,282M

For those who concede that all taxes eventually fall on land, the computation of the true economic rent of Fairhope (page 76), of Arden (page 127), of Tahanto (page 157), of Halidon (page 199) and of Ardentown (page 258) should be of interest. Economists are invited to advise of errors and especially how to ascertain the figure for higher prices caused by the customs tariff.

The per capita economic rent assessed by Tahanto, for example, in 1927 was \$209.08. To get the true economic rent there must be added to this amount the per capita levy of taxes by the public authorities, including registration of motor vehicles and operators' licenses, and taxes

¹ Population of the United States, including Porto Rico and Hawaii, 1926, is 118,857M. (*Statistical Abstract of the United States*, 1926, page 3.)

² World's Almanac, 1927, page 184.

³ Statistical Abstract of the United States, 1926, page 211.

⁴ Statistical Abstract of the United States, 1926, page 213.

AN EVALUATION OF ECONOMIC RENT

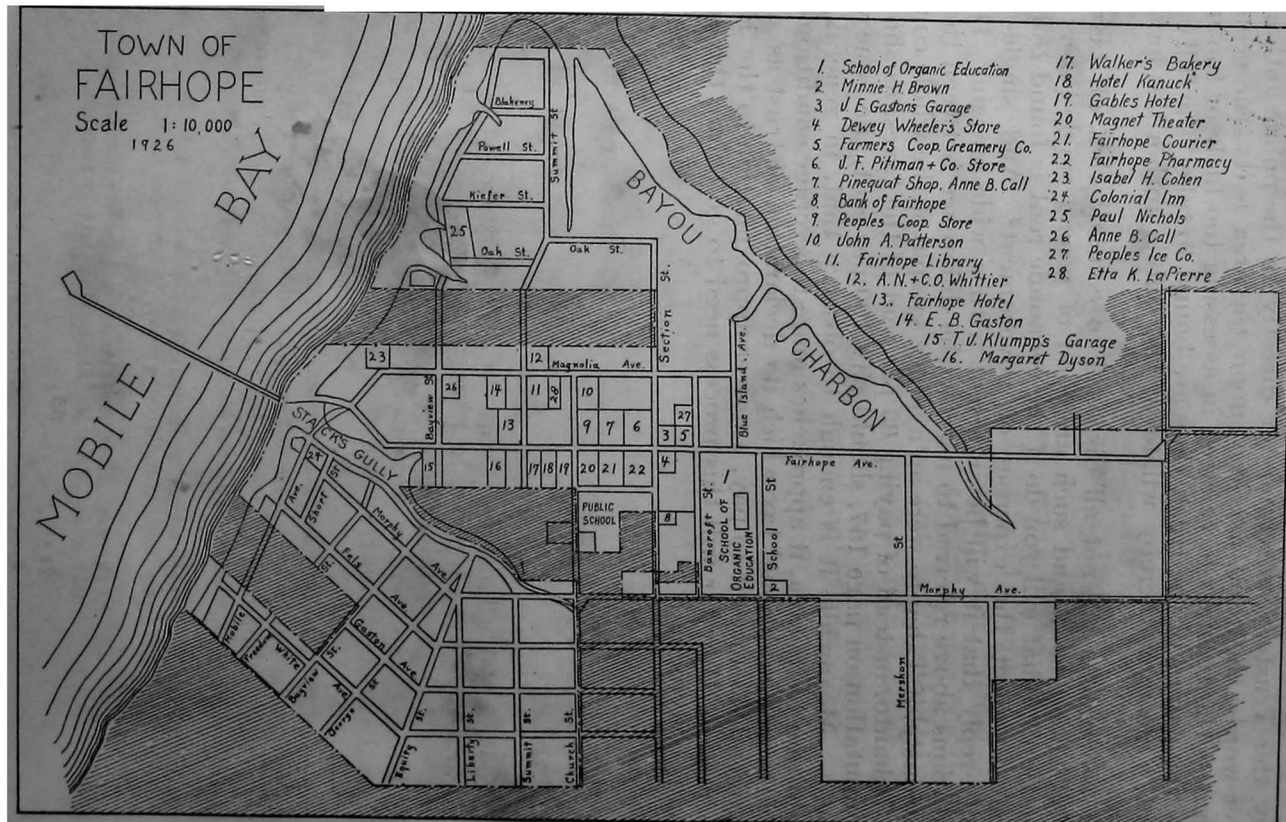
paid by the Trustees as refunds or directly to the public authorities. In other words, the total net levy upon the area is its true economic rent, unless the trustees have erred in assessing too little or too much. For, by the papers of the trust, they are bound to take "the full economic rent," meaning thereby whatever the public authorities have left untaken.

But economists are not all disposed to concede that all taxes ultimately fall on land, and such are fond of posing single-taxers with the question: What will you do if the economic rent is found to be insufficient to meet the expenses of government? And single-taxers generally reply that it will be sufficient with a wide margin. Do the computations above referred to narrow the difference between them?

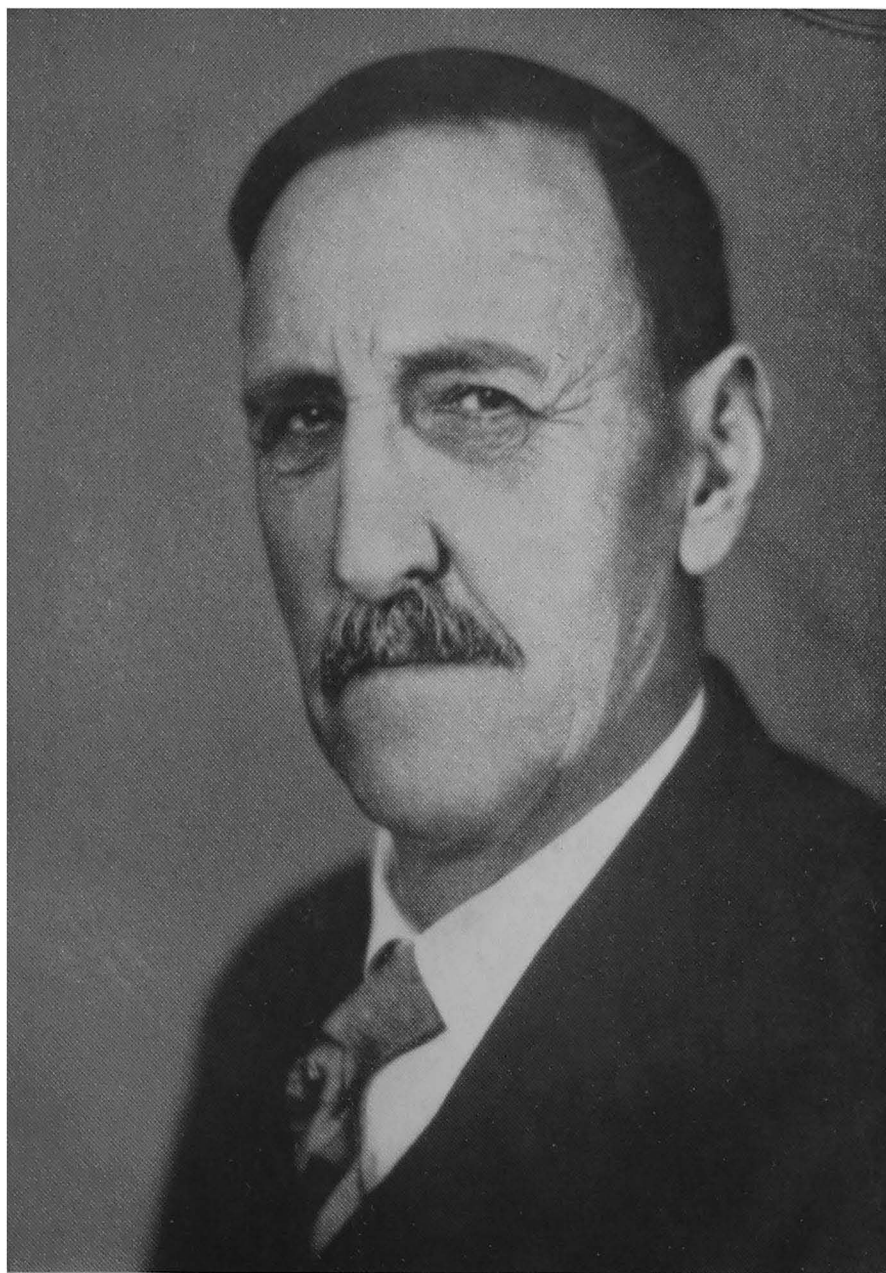
Obviously, if Tahanto were an average sample of the whole country, and if Tahanto, instead of paying 63 per cent of the taxes, as shown in the computation on page 157, should pay 100 per cent, the issue would disappear. Meanwhile it is enough to observe that, in general, with each addition to its area, it approaches more to average conditions, and that, with each additional tax which its declaration of trust as successively amended causes it to pay, a nearer approximation to the 100 per cent is made. How far will this process need to go before the demonstration is convincing?

TOWN OF FAIRHOPE

Scale 1:10,000
1926



FAIRHOPE



Ernest B. Gaston

McGill Studio

FAIRHOPE

The little town of Fairhope,
"The Village with a soul,"
Where the people work for mankind,
And justice is their goal.

Anne B. Call

Fairhope is the oldest and most important enclave of economic rent in the world. It had its beginning in 1895 on a high bluff of the eastern shore of Mobile Bay, Baldwin County, Alabama, when a few venturesome and courageous men and women bought 135 acres of land for \$771. This land with the additions subsequently made, including buildings, is now worth a full million dollars.

The enterprise originated some two years prior to 1895, during which two years a small group of men in Des Moines, Iowa, drawn together by friendship and common convictions, conceived the idea and formed the plan of practically testing Henry George's views of the Single Tax. Only four of these men became actual residents of Fairhope. They were James Bellangee, S. S. Mann, James P. Hunnel, and Ernest B. Gaston. These and other original settlers represented Iowa, Ohio, Pennsylvania, Missouri, Minnesota, and the Pacific Coast.

The general location, as well as the actual site of the colony, was determined by vote of those interested after diligent investigation by a committee. The original tract of land was added to by subsequent purchases from time to time, and notably by a gift of about 2000 acres from Joseph Fels, until at the present time the enclave comprises nearly 4000 acres, about seven-eighths of which is under lease. When first occupied, this section was the wildest spot along the eastern shore of Mobile Bay, being covered for the most part with young pine timber of practically no commercial value, but hard to get off the land. For the earliest settlers to begin in this place the founding of the model community which had been the object of their dreams required imagination, faith, and courage. Much of the first stump-clearing from streets was done by volunteers on Saturday afternoons.

A "co-operative" store was established at the beginning, though subsequently abandoned. A "town well," over a hundred feet deep, was put down, the precursor of the present pumping plant and power house.

The original legal organization was called the Fairhope Industrial Association, incorporated in Des Moines, Iowa, in the spring of 1894 with seven charter members. Ten years later this Industrial Association was

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succeeded by the Fairhope Single Tax Corporation, incorporated August 9, 1904, under the laws of Alabama. The municipality of Fairhope was incorporated in 1908, and covers 1100 acres, of which 522 belong to the enclave, the rest of the land in the municipality being privately owned. The population of the municipality according to the census of 1920 is 853, as compared with 590 in 1910, a gain of 44 per cent.

When the Industrial Association was formed, the following statement of principles was announced:

" . . . The only plan of co-operative colonization ever proposed which secures the benefits of co-operation and yet preserves the perfect freedom of the individuals.

"Its purpose is to establish and maintain a model community or colony free from all forms of private monopoly, and to secure for its members therein equality of opportunity and the full reward of individual effort and the benefits of co-operation in matters of general concern.

"The law of equal freedom is the cornerstone of its plan; that 'everyone has freedom to do as he wills, provided he infringes not the equal freedom of any other.'

"In government, the law is applied by personal instead of stock vote; with no distinction of sex; and the initiative and referendum.

"In land-holding and use, by the principles of the Single Tax, the association holding the title to all lands and leasing to individuals in quantities to suit at a rental 'which shall equalize the varying advantages of location and natural qualities of all tracts.'

"In medium of exchange by the issuance of its non-interest-bearing notes for services and products, redeemable in services, products, and land rents.

"In commerce, by association stores, selling goods to members and non-members alike, and dividing the profits quarterly among members in proportion to their purchases, and by acting as agent for its members in the sale of their products, charging only cost of service rendered.

"In natural monopolies, supplying water, light, power, telephones, transportation, etc., by association control and operation at cost.

"Participation in all co-operative features is purely voluntary, all being at perfect liberty to buy or sell where they please, to use the association's medium of exchange or let it alone as they please. In short, to be the absolute directors of their own actions—limited only by the law of equal freedom, before enunciated. . . ."

The socialistic features suggested in the above statement became embodied in the early days of the colony in a "co-operative" store, a "co-operative" newspaper, a wharf, a steamer, waterworks, and the Fairhope Exchange, organized to facilitate the exchange of products and services, to acquire machinery and operate industries. Most of these had a relatively brief existence. The paper, the *Fairhope Courier*, passed into the ownership of Mr. E. B. Gaston, who had previously been its editor, and who has continued in that capacity, and also as publisher, ever since. The store became privately owned. The steamer was burned. The wharf was demolished in a storm, and was turned over to trustees who reconstructed it. The water works now belong to the

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municipality. The success of the colony, which has exceeded the expectations of most of its advocates, has not been appreciably retarded by these socialistic experiments, but has been due to its land policy with its collateral advantages to lessees.

The Charter of the Fairhope Single Tax Corporation provides: "The purpose of said corporation is to demonstrate the beneficence, utility, and practicability of the Single Tax theory with the hope of its general adoption by the governments in the future, in the meantime securing for ourselves and our children and associates the benefits to be enjoyed from its application as fully as existing laws will permit, and to that end to conduct a model community free from all forms of special privilege, securing to its members therein equality of opportunity, and the full reward of individual efforts and the benefits of co-operation in matters of general concern, holding all land in the name of the corporation and paying all taxes on the same and improvements and other personal property of lessees thereon (moneys and credit excepted), charging the lessees the fair rental value."

It is to be noted that, although in the leases the corporation agrees to pay only the taxes levied by the county and state, it has, since the foundation of the municipality, paid in addition the taxes levied by the municipal authorities.

The earlier contention, which not unnaturally arose regarding the fixing of rents, has been greatly reduced by the introduction of the Somers System of valuation, beginning with 1914. But the Somers System concerns itself chiefly with relative values, and there appears good reason to believe that the standard adopted, which turns mainly on a comparison with values outside the enclave, is considerably below the economic rent.

Relatively few lessees are members of the corporation and therefore entitled to vote, as membership is conditioned upon the payment of \$100. Moreover, compliance with these conditions does not necessarily admit one to membership, as that requires favorable action by the authorities, who may refuse to admit any one deemed undesirable, especially if he is lacking sympathy with the purposes and plan of the organization.

It is not surprising that this form of government, with its oligarchical flavor, became the object of much dissatisfaction on the part of some of the lessees. This came to a head in 1915, when a suit was brought by one of the lessees for the dissolution of the corporation. A bill of complaint was filed in the Chancery Court, praying that the Fairhope Single Tax Corporation be dissolved on the twofold ground that the

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law under which it was organized was void under the constitution of Alabama, and of the United States; and that Fairhope failed to fulfil the law and to exemplify the Single Tax. The Court held for the plaintiff, overruling all demurrers of Colony counsel; really, however, avoiding definite ruling on any of the points raised, and saying that, as it was certain to go to the Supreme Court, it might as well go there at once. But the Supreme Court of Alabama, on appeal by the Corporation, unanimously reversed the decision of the lower court, affirming that Fairhope is a "corporation *de jure*," and that nothing in the purpose or methods of the colony was opposed to public policy or in violation of the constitution. It said, too: "There is, as we understand it, a marked kinship between the Single Tax system as proposed by Henry George and what this corporation may do and appears to be doing under the warrant of its corporation."¹ Thus was removed a heavy drag upon the progress of the colony.

Fairhope is now the second center of population in Baldwin County, Bay Minette, the county seat, alone surpassing it in resident population, while Fairhope's large transient population from its character as a resort both summer and winter probably gives a considerably greater actual population throughout most of the year. It has well-supplied stores; a successful bank, established in 1917, with a savings department, exceptionally good hotels, seven churches (Baptist, Christian, Episcopal, Methodist, Friends, Roman Catholic and Christian Science), a Theosophical Society, fraternal organizations (the Free Masons and Pythians owning substantial buildings), Women's Clubs and a Business Women's Club. It has two offices for job printing, one being connected with its weekly newspaper, the *Fairhope Courier*; a public library with ten thousand volumes; public bath houses; ample reservations for parks; a fine bathing beach; a Gun, Golf and Country Club, the annual membership fee being \$75; a motion picture theatre; municipally owned water works and electric light plant; a steam laundry; two ice plants; creamery; saw and planing mill; cabinet shop, making doors, windows, blinds, etc.; a brick and tile plant; garages and repair shops; several general stores; one chain store. The colony telephone lines, formerly owned by the Corporation, have been sold to the Independent Home Telephone Company of Mobile, the contract having become effective October 1, 1927.

Among the lessees of Fairhope is a group of Friends, who have their

¹ For full text of the decision of the Supreme Court see *Enclaves of Economic Rent* for year 1923, pages 26-40.

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own meeting house and school building; in 1927 the school was closed, the pupils attending the public and Organic schools. Fairhope has a second-class post office, a double daily mail service, and one rural route covering most of the colony land.

The enrollment of the public school is 326, 57 of these pupils being in the accredited high school; the teachers number eleven, their salaries being paid by the County Board of Education. About one-third of the pupils are country children brought by trucks, a small country school having consolidated with the Fairhope public school. There is now a full four years' high school course.

Fairhope prides itself upon its School for Organic Education. This was opened in a cottage with six pupils in 1907 by Mrs. Marietta L. Johnson, who is still the efficient principal. It now owns eight school buildings on ten acres of land, the free use of which is given by the colony. There is an enrollment of 157 students, twelve of whom are boarding pupils. The faculty numbers 17. There are six other paid employees, including secretary, house mother at the home, and janitor. The boarding pupils pay \$1000 a year; the day pupils, who are not permanent residents of Fairhope, \$200. Children residing in Fairhope pay only a nominal fee of five dollars. Four women are taking the teachers' training course. The winter course for parents, teachers and social workers extends this year from January 30 to March 10. The land on which the buildings of the Organic School stand belongs to the enclave and is taxed by the public authorities. This tax is paid by the enclave. The buildings are not taxed.

Among the more recent buildings is Comings Hall, an auditorium seating over six hundred, large enough for basket ball games, and with a commodious stage, and a cement track for roller skating running around the interior. The most recent building is a School Home for the accommodation of boarding pupils. It has fifteen rooms, with opportunity for six more in the unfinished third story. Ten of the rooms are occupied, accommodating twenty pupils. It has sleeping-porches, hot and cold water, electricity, and a modern heating system. The School is called "Organic" inasmuch as it aims to perfect the entire organism, body, mind, and spirit, of the child. "A sound, accomplished, beautiful body, an intelligent mind, and a sweet and reverent spirit is the immediate end and aim of organic education." The School receives pupils of the kindergarten age and advances them through the High School course until they are ready for college. Through affiliation with the State University of Alabama, those who graduate in this course can enter that institution without examination. They have the same privi-

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lege with Western universities. The School of Organic Education has a two-years' training course for teachers, running simultaneously with the children's school, the courses being History of Education, Psychology, Nature Study, Folk Dancing, Child Study, Methods, Arts and Crafts and Practise Teaching. There is also a Winter School for adults, the course covering six weeks.

The annual budget for the year 1926-27 is \$27,000, of which \$17,000 comes from fees for tuition, etc., the rest from outside sources. \$2,000 still remains to be paid on the new Arts and Crafts building. Mrs. Johnson, in response to an invitation, made an address at Locarno last summer, and then visited Denmark to observe the Folk High Schools.

The climate of Fairhope is favorable, the thermometer seldom going above 95° or below 20°. Corn, oats, upland rice, sugar cane, velvet beans, peanuts, Satsuma oranges, kumquats, grapefruit, sand-pears, pecans, figs, cucumbers, snap beans, melons, sweet and Irish potatoes, cabbage, squash, tomatoes, etc., are raised on enclavial land; some cotton is also grown. There never have been liquor saloons in the community, even before the prohibition amendment was adopted. About twenty-five religious faiths are represented in Fairhope. The winter brings to Fairhope many people who are attracted by the climate or by the advantages for children of the Organic School.

In 1925 infantile mortality in the municipality of Fairhope, two-thirds or three-fourths of the population of which reside in the enclave, was at the rate of 27.0 per thousand. The figures for the same year were in Bay Minette, 85.1; in Baldwin County, excluding towns, 66.0; in Baldwin County, including towns, 66.5; in the United States, excluding Hawaii, 72; in Great Britain, 75; in the State of Alabama in 1924, 79.0.

That the economic rent has not been always successfully assessed and collected is attested by certain bonuses paid when leases have been transferred, especially along the bay-front, where the sites for residences are very attractive. To meet these conditions no recourse was had to the drastic provisions under Article VIII, Section 6, of the Constitution, enabling the Council immediately to increase the rent, without waiting for the next regular assessment, but the Council passed unanimously the following vote, February 22, 1921: "That hereafter the applicants for lots shall be asked to state the use desired to be made of the same, and applications be granted only when applicants agree to substantially improve the lots granted within one year from date of grant, and to be subject to forfeiture at the option of the corporation if not so used within the year, or if any bonus is accepted or asked for the transfer of lots

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while in unimproved condition." It is to be observed that this provision does not appear to affect a lessee transferring his lease to a member of the corporation, who on his own account makes no application for the substitution of a direct lease to himself. At the annual meeting held on January 23, 1928, the following motion after extended debate was lost by a vote of 12 to 33: "That the Corporation return to the form of application and transfers as formerly in force." During 1927 there were 14 applications for land, covering 12 lots and 10½ acres; 55 transfers, covering 70 lots and 184 acres; 17 surrenders, covering 15 lots and 23 acres.

The annual increase in rents collected the past few years is striking, and indicates that considerably less than the full economic rent has been assessed, at least up to 1923. Professor C. Montoliu during his residence in Fairhope in 1920 thought that not more than one-half of the economic rent was assessed, an opinion which seems justified by the later rapid increase.

In 33 instances the taxes of lessees exceed the rent; but of these lessees 13 are business concerns and a majority of the rest are comparatively small home-owners.

Payment of taxes in excess of rent has been objected to from time to time by those who do not see that in principle the two things have nothing in common. On the one hand it is proper to levy the economic rent, and on the other hand it is proper to relieve a man of his taxes. The question of whether the total rent might not be sufficient to take care of the total taxes never arises in practice, except in the case of a new enclave subjected temporarily to abnormal conditions.

The rent collected in 1927 from the most valuable block of land in Fairhope, the original cost of which was \$6 per acre, amounted to \$1,457.03, or \$582.81 per acre. The rent as originally assessed was \$2.06 per acre.

The assessed valuation of the land of the Corporation is \$190,960; of buildings on colony land, \$433,720; total, \$624,680.

The communal lunches and the folk dances are continued, the former being held weekly during part of the year, when food well cooked and well served is furnished at a low price. The folk dances, lasting one hour, from 7 to 8 p. m., occur twice a week during the season at the Auditorium. Young and old come and dance, wearing any clothes. The entrance fee is ten cents. The leader and the pianist are each paid one dollar. The profit goes to the Organic School.

The Bank of Fairhope, organized in August, 1917, with a capital of \$10,000, owes much of its success to the Fairhope Single Tax Corpora-

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tion. Properly indorsed leases, including the assignment of all improvements on the leased premises, are found by the Bank satisfactory security for loans. Indeed, such collateral is preferred to the ordinary real estate mortgage. The form of note used in making such loans is given on page 75. The new bank building has been completed and occupied, as also a new business block adjoining thereto, both having offices on the second floor.

Statement of the condition of the Bank of Fairhope as reported to the State Superintendent of Banks at close of business on December 31, 1927, follows:

<i>Resources</i>		<i>Liabilities</i>	
Loans and discounts.....	\$236,556.80	Capital stock paid in.....	\$ 30,000.00
Overdrafts.....	108.11	Surplus fund.....	12,500.00
Stocks, bonds and warrants	65,212.45	Undivided profits.....	59.51
Bank buildings.....	18,544.75	Demand deposits	181,745.41
Furniture and fixtures	9,363.60	Time deposits.....	141,832.53
Real estate.....	5,115.59	Reserve for taxes and in-	
Cash in vault.....	15,095.01	terest.....	400.00
Due from banks.....	11,858.67		
Cash items.....	4,662.47		
In transit.....	20.00		
Total.....	\$366,537.45	Total.....	\$366,537.45

The new building and loan association law contains the provision approved by the Baldwin County Building and Loan Association and by the Single Tax Corporation, to include 99 year improved leaseholds as security for loans, as well as title in fee simple.

The completion of the Cochrane bridge across the bay has reduced the tourist and local travel which had come to Fairhope by boat, and has occasioned the making of two daily trips by the steamboat company, instead of three. This means a lessened income to the Corporation from wharf receipts. A taxi and bus service over the bridge has been established. The bus service between Fairhope and Pensacola is continued.

During 1927 a number of neat and substantial dwellings have been built. The Colonial Inn has been enlarged and improved. Final payment was made for the Magnolia Beach addition, the price paid for land and buildings being less than the cost of the improvements.

Culverts and a wide and deep fill are being made across Bayou Charbon at Section street, and a road is laid out to make a short cut from Fairhope to the State Aid road near Fly Creek, thus shortening the route to the Bay Bridge and towns north of Fairhope.

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Eighty-eight hundred and fifty-six square feet of land have been conveyed to the Town of Fairhope under conditions of reverter if it should cease to be used for municipal purposes. The building to be erected on this land will be used for Mayor's office, fire engine room, jail, and a recreation and reading room for officials.

The officers of the Fairhope Single Tax Corporation are: President, William Call; Vice-President, E. C. Wolcott; Secretary, Ernest B. Gaston, who has been Secretary since the organization of the colony, except in 1905 and 1913; Treasurer, Minnie H. Brown; Superintendent of Lands and Highways, Marion Smith; Superintendent of Public Services, John A. Patterson; Superintendent of Industries, Rueben L. Rockwell; Superintendent of Public Health, Margaret Dyson. Trustees: Anne B. Call, C. A. Darrow, A. E. Schalkenbach. Councilors: Mrs. Minnie H. Brown, Mrs. Margaret Dyson, J. G. Lorenzen, John A. Patterson, Rueben C. Rockwell. E. B. Gaston is Secretary of the Council. Of the seven officials chosen at the annual election of February 2, 1928, three received all of the 52 votes cast, three received 51 votes, and one received fewer than 50.

The history of the public library is interesting. The library was formally opened on April 18, 1900, with 1200 volumes donated by Mrs. Edward Howland, 167 from other citizens, and 300 on the way from a northern friend. In 1906 a library association was formed, the annual membership fee being one dollar. Resulting from the efforts of this association and a gift of \$100 from Senator N. O. Nelson, a one-room library building was erected, to which in September, 1908, the books were transferred and formally presented to the Fairhope Single Tax Corporation. A large room was added in 1919, largely from a previous gift of \$1000 from Joseph Fels. Another ell was built in 1924, providing a children's reading room, an art room and museum, an office and store-room. A memorial window in this new ell is in memory of "Marie and Edward Howland, Founders of this Library." Maintenance of the library comes from a regular monthly allowance from the Colony Council, increased in 1926 from \$50 to \$75, dues of members of the association, fees paid by non-resident and transient patrons, and donations from friends.

A revised application for lease of land was adopted December 21, 1925, in consequence of the influence in Fairhope of the Florida land boom. Some lessees were disposed to transfer their leases and sell their improvements at extravagant prices, which would violate the purpose for which the Colony was founded. (See page 73).

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The Corporation pays the ad valorem tax on automobiles, but not the license tax.

The following table shows the progress made since 1895, complete figures for the earlier years not being available:

<i>Years</i>	<i>Acres</i>	<i>Hectares</i>	<i>Actual</i>	<i>Gross Rent Basis of 1913¹</i>
1896	350	142		
1897	670	271		
1898	670	271		
1899	670	271		
1900	1,110	449		
1901	1,250	506		
1902	1,570	635		
1903	1,410	571	\$ 990	
1904	1,452	588	1,521	
1905	1,505	609	2,256	
1906	1,513	612	2,173	
1907	3,933	1,592	3,028	\$ 3,256
1908	3,933	1,592	3,195	3,473
1909	3,933	1,592	3,500	3,646
1910	3,993	1,592	3,907	3,907
1911	3,831	1,550	4,458	4,742
1912	3,831	1,550	5,665	5,609
1913	3,831	1,550	5,891	5,891
1914	3,831	1,550	5,992	6,114
1915	3,831	1,550	7,064	6,994
1916	3,831	1,550	6,203	4,884
1917	3,831	1,550	7,151	4,040
1918	3,831	1,550	8,018	4,132
1919	3,835	1,552	7,478	3,630
1920	3,844	1,556	7,834	3,466
1921	3,844	1,556	10,624	7,227
1922	3,844	1,556	13,007	8,730
1923	3,844	1,556	19,234	12,490
1924	3,904	1,580	22,587	15,058
1925	3,914	1,584	20,633	12,977
1926	3,957 ²	1,601	24,778	16,409

¹ This column gives rent in terms of the value of a dollar in 1913. See Appendix I.

² This acreage includes land on which the Library, the buildings of the Organic School and one public school building are located, and which is not subject to economic rent.

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Including the wharf receipts as a part of the gross rent for the years for which the record is available, the table for those years is as follows:

1923	3,844	1,556	\$28,090	\$18,240
1924	3,904	1,580	33,298	22,199
1925	3,914	1,584	31,631	19,894
1926	3,957	1,601	36,229	23,993

FAIRHOPE SINGLE TAX CORPORATION

TREASURER'S REPORT FOR 1926

	<i>Received</i>	<i>Paid</i>
Rent: lessees, \$24,650.28; Diehl house, \$127.50	\$24,777.78	
Penalty.....	286.49	
Wharf.....	11,451.17	
Telephone.....	791.89	
Cemetery.....	160.00	
Land fund:		
Bonus.....	\$365.00	
Leases.....	121.00	
Clearing.....	118.49	
Lot improvement.....	55.00	
Stumpage.....	45.50	
Sand.....	11.10	
	\$ 716.09	
Turpentine lease.....	1,700.00	
Street improvement.....	931.73	
Bath houses.....	181.86	
Memberships.....	390.00	
Wharf sinking fund interest.....	89.40	
Anniversary committee.....	20.00	
Bills receivable.....	31.55	
Highways.....	5.00	
Taxes for lessees.....		\$14,777.00
Taxes to town.....		1,573.00
Taxes to state and county.....		4,084.82
Highways.....		806.85
Wharf.....		5,783.69
Telephone.....		1,020.27
Library Association.....		675.00
Salaries.....		1,020.00
Street improvement: town, \$2,217.26; lessees, \$915.16		3,132.42
Fairhope Avenue fill.....		829.69
Chutes and flumes.....		691.03
Parks.....		284.38
Bath houses, \$83.71; bath suites, \$165.00.....		248.71
Council room, rent and light.....		167.09
Land purchase payments on Blass-Diehl tract, \$1,623.60; semi-annual interest on amount remaining due, \$31.80		1,655.40

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Surveying, \$62.00; street extension, \$184.35.....		246.35
Recording fees, tax, etc., on land deeds.....		30.48
Regular Courier advertisement, \$150.00; advertising, \$98.31		248.31
Job printing.....		204.53
Wharf sinking fund, \$3,000.00; interest on same, \$89.40		3,089.40
Insurance premiums.....		81.05
Income tax, 1923 and 1924.....		1,582.23
Capital stock tax.....		113.00
Collector of internal revenue.....		479.72
Attorney fees.....		15.00
American Red Cross.....		100.00
Parent Teachers' Association.....		90.00
Postage.....		46.75
Premium on treasurer's bond, \$15.00; treasurer's type- writer, \$40.00.....		55.00
Computing rents, \$61.00; auditing books, \$12.00; trustees, \$4.50.....		77.50
Beach and parks.....		118.64
Lot improvement, \$12.73; Arbor Day committee, \$21.94		34.67
Taxes refunded.....		1,268.66
Woman's Council, \$11.70; minor expenses, \$15.31.....		27.01
Cash on hand December 31, 1925.....	\$41,532.46	\$44,890.15
Certificates December 31, 1925.....	4,089.76	
Cash on hand December 31, 1926.....	154.80	
Certificates December 31, 1926.....		600.02
Bills receivable.....		177.25
		99.60
	\$45,767.02	\$45,767.02

LESSEES AND RENTALS

THE SOMERS SYSTEM AS APPLIED TO FAIRHOPE

The Somers System is used in making appraisements of rent in Fairhope. An explanation of the same follows:

Under this system the street frontage figures given represent, in the judgment of the appraisers, the comparative value of the frontages on the different streets and in different blocks. These figures being percentages of 100, in multiplying by them the decimal point is placed two places from the right, thus: 50 (feet frontage) $\times$ 50 (block front rate), equals 25.00.

These figures do not represent the rent, but the rent is ascertained by multiplying the sum of the first multiplication by a pre-determined figure (this year .3875). This gives the rent for a lot in the middle of the block, 100 feet deep; thus: 50 $\times$ 50 equals 25.00; 25 $\times$.3875 equals \$9.69, annual rent.

If the lot is on a corner, or is over or under 100 feet, tables calculated by Mr. Somers enable the proper charge to be readily made.

Where street frontage rates are given on streets on which acreage property fronts, the street frontage rate applies only to the first 132 feet, the balance being figured at the acreage rate.

DIVISION ONE		
TRACT "A" ON BEACH		
E. 60, S. 70		
Tom Bowen, 100 x 125.....		\$187.00
TRACT "B" ON BEACH		
S. 50, W. 60		
A. O. Berglin, 50 x 118.....		104.37
BLOCK ONE		
N. 33, W. 70		
Henry Crawford, 63 x 146.....		\$210.54
M. A. Bowen, 62 x 126 W., 165 E.....		50.77
Herbert Forster, 66 x 165 W., 184 E.....		57.00
O. K. Cummings, 53 x 184.....		80.96
O. K. Cummings, 44 x 65 with Gully So. }		
BLOCK TWO		
N. 33, E. 20		
T. J. Klumpp, 84 x 223.....		\$ 93.12
BLOCK THREE		
E. 25, S. 30, W. 50		
S. W. and H. Hiestand, Lot 1 and 10 ft. 2.....		\$105.88
I. H. Cohen, Lot 3 and 64 ft. 2.....		200.72
Chester C. and Lena J. Broomell, Lots 4 and 5 and W. 31 ft., Lot 6 x 223 ft. deep with 100 x 123 rear of Lots 7 and 8.....		139.81
Mrs. Anna Shaw, W. 46 ft., Lot 6 and E. 2 ft., Lot 5.....		33.00
R. Query, W. 32 ft., Lot 7 and E. 18 ft., Lot 6.....		33.00
Mrs. A. Sherman, Lot 8 and E. 34 ft. of Lot 7.....		113.45
Eugene Slosson, Lot 9.....		61.32
BLOCK FOUR		
E. 17, S. 21, W. 25		
Mattie R. Peters, W. 167 ft., Lot 1.....		\$ 35.86
Mrs. E. A. Knapp, W. 148 ft., Lot 3, E. 83 ft., Lot 2.....		126.63
Joint interest in drive.....		5.43
Mrs. Anna Shaw, W. 126 ft., Lot 2.....		30.86
Maretta O. Smith, E. 42 ft., Lot 1, W. 20 ft. of North 55 ft. of Lot 4 and joint interest with others in balance of W. 20 ft. of Lot 4, Blk. 4.....		2.13
Div. 1, joint interest in lane.....		5.43
Cornelia Slosson, E. 61 ft. of Lot 3.....		29.39
George F. Riel, E. 84 ft., Lot 4 and 18 ft., Lot 5.....		58.91
Frank McCloud, E. 86 ft., Lot 5.....		49.33
W. B. La Nicca, S. 140 ft., Lots 6 and 7.....		109.18
Mrs. Griffin, N. 83 ft., Lots 6 and 7—177 ft. deep.....		37.09

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BLOCK FIVE

So. 17, W. 17

A. N. and C. O. Whittier, Lots 1 and 2 except N. 9 ft.	\$127.09
Arthur F. Gaston, N. 9 ft., Lots 1 and 2	4.54
Mrs. Alice H. Christopher, Lot 3, 104½ x 223 deep	48.42
Frank H. and Lola E. Elam, Lot 4. Deduct 50%	24.22

BLOCK SIX

E. 17, S.—, W. 10, E. 17

J. I. Pitman, Lots 1 and 2 and W. 14½ ft., Lot 3	\$ 62.69
Adah M. Tiffany, W. 75 ft. of E. 90 ft. of Lot 3	34.78
Mrs. Tess S. McCall, E. 15 ft., Lot 3 and W. 46½ ft. of 4	28.51
Mrs. Mary A. Brown, E. 58 ft., Lot 4 and W. 11½ ft., Lot 5	34.96
J. E. Lawrence, E. 78 ft., Lot 5	79.57

BLOCK SEVEN

N.—e. 15, w. 10, E. 17, S.—e. 90, w. 70, W. 20

Peoples Cooperative Store, W. 70 ft., Lot 1 by 168 ft. on church St. and W. 20½ ft., Lot 2	\$ 149.42
H. S. Walker, E. 10 ft., Lot 1 and W. 24½ ft. of Lot 2	57.90
Mary C. Rathje, E. 80½ ft., Lot 2 and W. 76½ ft., Lot 3	805.18
H. W. and Oswald Forster, E. ½ Lot 3 and W. 40 ft., Lot 4	198.53
Annie B., Helen B., and Wm. Call, E. 65 ft., Lot 4 and W. 2 ft., Lot 5	166.10
J. I. Pitman & Co., E. 91 ft., Lot 5	243.32
Mrs. J. C. Saxe, S. 86 ft., Lot 6 and E. 7 ft., Lot 7	32.16
Mrs. Ella Darby, N. 132 ft. of E. 50 ft. of Lot 6	36.85
Mr. and Mrs. M. Dyson, 85 x 132 ft., 50 ft. West of Section Street	38.32
A. H. and A. W. Mershon, W. 62½ ft., Lot 7, Lot 8 and E. 24.5 ft., Lot 9, and E. 35 ft. x 86 ft. of E. 218 ft. of Lot 7	79.60
J. A. Patterson, E. 6½ ft. of N. 116 ft., Lot 10, W. 13½ ft. of N. 116 ft., Lot 9 and W. 67½ ft. of N. 218 ft. of Lot 9	29.92
R. E. Hunting, Lot 10 and S. 102 ft. of W. 12½ ft. of Lot 9	61.68

BLOCK EIGHT

N. 17, E. 20, S.—60 e., 42 w., W. 21

Library Site in N. W. corner—No charge.	
Etta K. La Pierre, E. 40 ft., Lot 8, W. 27 ft., Lot 7 and S. 93 x 47 ft. of Lot 7	\$ 31.31
W. H. Zepp, 100 x 165 ft., except 47 x 75 ft. in S. W. cor.	40.08
Mrs. Anna Randolph, 83½ ft. Magnolia Ave. by 180 ft. S. in Lots 5 and 6	30.48
Norvin Du Brock, S. 50 ft. of W. 120 ft. of Lot 5	22.55
L. S. Massey, 57½ x 150 ft. in S. E. cor. Lot 4	82.19
Mrs. Alberta Tapia, N. 68 ft. of W. 57½ ft., Lot 4, W. 47 ft. of Lot 4 and E. 33 ft. of Lot 3	130.85
Mrs. Bertha Mershon, S. 183 ft., Lots 1 and 2, W. 71½ ft., Lot 3	269.50
J. E. Gaston, N. 35 ft., Lots 1 and 2, S. 35 ft., Lots 7 and 8 and 11 x 18 ft. of Lot 8	38.65
N. Mershon, 218 ft. N. of Fairhope Ave., 120 ft. W. of Church St.	3.23

BLOCK NINE

N. 21, E. 21, S.—38 e., 33 w., W. 23

William McIntosh, Lot 1	\$ 67.23
J. F. Westin, Lots 2 and 3	123.32
Mrs. D. A. Russell, Lots 4 and 5	112.90
Mrs. Drath, Lot 6 and land in rear	63.05
Wm. Edgerton, Lot 7 and land in rear	67.82
Nelson Rookwell, Lot 8	61.27
Mrs. Eloise L. Cross, Lots 9, 10 and E. 80 ft., Lot 11	162.67
Query & Pound, W. 52 ft. of Lot 11 and alley	8.41
P. A. Grassfield and E. C. Pratt, 66 x 77 ft. rear of Lot 8 and alley	5.15
Mrs. S. A. Martin and Mrs. Emma H. Bloxham, Lot 12	88.11
Mr. and Mrs. E. B. Gaston, Lot 13 less 8 ft., 108½ ft. deep	55.33
A. N. and C. O. Whittier, Lot 14	59.78
A. J. Kempton, Lot 15	32.67
Wm. McIntosh, Lot 16	32.67
Henry Crawford, Lot 17	32.67
Anne B. Call, Lot 18	124.07
C. M. Brady, Lot 19	45.93

LESSEES AND RENTALS

BLOCK TEN

N.—w. 33, e. 42, E. 12, W. 20

Sherrill Oil Co., N. 88 ft. of W. 96 ft., Lot 1	\$ 73.61
Dorothy and Isaac L. Pound, S. 47 ft. of N. 133 ft. of E. 96 ft. of Lot 1	20.33
I. L. Pound, S. 82 ft. of W. 96 ft. of Lot 1	37.66
Mrs. M. Smiley, E. 8½ ft., Lot 1 and W. 96 ft. of Lot 2	98.85
Mrs. Hattie M. Knapp, Lots 2 and 3	116.84
Mrs. Jennie Aylin, 52½ x 223 ft. deep in Lot 4	54.32
Mrs. Charlotte Schowalter, E. ½ Lot 4	54.05
Mrs. M. Dyson, W. ½ and S. E. ¼ Lot 5 and S. ¼ Lot 6	75.13
C. G. and F. L. Godard, N. E. ¼ Lots 5 and 6, N. ½ of S. ¼ of Lot 6 and S. ½ of E. ¼ of Lot 5	127.25

BLOCK ELEVEN

N. 50 at Church, 42 at Summit, E. 28, W. 12

Jason Malbis, Lot 1 (70½ x 223 ft.), plus alley	\$ 96.62
Mrs. Ellen Jardine, 130.62 x 228 ft. and alley	167.48
Mrs. L. J. N. Comings, 182.88 x 215 ft. and alley	298.40

BLOCK TWELVE

N.—e. 100, w. 80, E. 70, S. 17, W. 28

George E. Fuller, N. 104½ ft., W. 74½ ft. of Lot 1	\$147.75
Mrs. Eva Berglin, S. 112 ft., Lot 1 x 104 on Delamare St.	77.90
W. B. Martin, 22 ft. of E. 62½ of Lot 2	52.20
Henry P. Kamper, E. 40½ ft. of Lot 2 and other parts of same	86.11
H. E. Lowell, E. 30 ft., W. 33 ft., Lot 3	77.28
R. E. Connolly, S. 90 ft. of E. 50 ft. of W. 83 ft. of Lot 3	17.88
Grover Lowell, ½ of Lot 3 (50 x 125 ft.)	100.98
E. A. Ruge, E. 30 ft. of Lot 1, 104½ ft. deep	57.00
Dr. J. W. Norton, W. 44½ ft., Lot 2, 140 ft. on Fairhope Ave., 65 ft. on Delamare St.	110.12
A. J. Melville, 20 ft. of Lot 3	49.08
Gladys Lowell, W. 17 ft. of Lot 4	36.09
E. B. Gaston, 36½ ft. in Lot 4, same on Delamare	87.51
Leavin & Nelson, E. 32 ft. of W. 82 ft., 10 in. of Lot 4, 215 ft. deep	85.78
John Lawrence, W. 31 ft., Lot 5 and E. 38.8 ft. of Lot 4	169.75
Bank of Fairhope, 27 ft. on Fairhope Ave. x 34.8 ft. on Section St., Lot 5	68.86
Mrs. C. L. Mershon, E. 34.8 ft. x 105 ft. deep	103.31
W. H. Burmeister, S. 38 ft. x 54.8 ft., Lot 5	41.54
C. C. Baldwin, S. 72 ft., Lot 1 x 48 ft. deep	76.58

BLOCK THIRTEEN

E. 40, N. 17, W.—n. 30, S. 28

Knights of Pythias, Lot 1	\$ 64.52
Mrs. Pauline S. Miller, Lot 2	64.52
Mrs. Coral and Festal Crain, Lot 3	85.25
Mrs. Anna Shaw, Lots 4 and 5	44.48
Mrs. M. E. George, Lot 6	22.99
J. S. and Jane Irwin, Lot 8 and W. 5.7 ft. of Lot 7	61.68
Matilda A. McArthur, E. 60 ft. of N. 65.7 ft. of Lot 7	17.95
Mrs. Laura A. Powell, S. 46.3 ft. of Lot 7, Lots 9 and 10 less S. 26 ft. of Lot 10 and joint drive	75.57
Sarah and Henry Hiestand, So. 26 ft. of Lot 10 and N. 29 ft. of Lot 11 and joint drive	37.62
Mrs. Grace W. Johnson, So. 37 ft. of Lot 11 and N. 29 ft. of 12	45.16
Miss Jennie Brown, So. 37 ft. of Lot 12 and Lot 13	70.47

BLOCK FOURTEEN

E. 17, S. 8

Mrs. M. H. Lee, W. 55 ft. of Lot 1 (86 ft. deep)	\$ 9.04
Fred Ingersoll, E. 45 ft. of Lot 1 (86 ft. deep)	7.41
Dr. Grant Minnich, Lot 2 (154 x 86)	45.01
G. S. and Lucia Josephson, Lot 3 and N. 96 ft. of Lot 1	45.23

BLOCK FIFTEEN

E. 14, S. 5

Ezra A. Cross, all of block, 192 ft. front	\$ 62.98

FAIRHOPE

DIVISION TWO

BLOCK ONE

N. 28, E. 8, W. 60

Colonial Inn, Lots 1 and 2.....	\$202.75
Charles Stromberg, Lots 3 and 4.....	147.11
Mrs. Daphne Curtis, Lots 5 and 6.....	147.13
Curtis L. Rockwell, Lot 7.....	73.59
A. B. Martin's Sons, Lots 8, 9 and 10.....	207.43

BLOCK TWO, NORTH

N. 17, E. 8, S. 8, W. 8

Colonial Inn Corporation, Lot 1 and W. 41 ft., Lot 2.....	\$ 58.94
Anna Van Meter, Lot 3 and E. 25 ft. of Lot 2.....	34.52
Nettie F. Johnson, Lot 4.....	42.92

BLOCK TWO, SOUTH

N. 8, E. 8, S. 22, W. 8

Mary K. and Walter Roberts, Lots 5, 6 and 9.....	\$ 49.39
Mrs. Fannie M. Shepherd, Lots 7 and 8.....	98.87

BLOCK THREE

N. 17, E. 13, S. 10, W. 8

P. H. Porter, Lots 1 and 2.....	\$ 83.45
Theodore Underhill, Lot 3.....	27.41
George and Ann Morgan, Lot 4 and W. 1/4 of Lot 5.....	30.25
Tom and Dolly Bowen, Lot 6 and E. 1/4 of Lot 5.....	44.63
Mildred Roberts, Lot 7 and E. 1/4 of Lot 8.....	44.35
Mrs. Clara Jones, Lot 9 and W. 1/4 of Lot 8.....	24.17
Mrs. C. E. Boye, Lot 10.....	16.12
Mrs. E. L. Gordon, Lots 11 and 12.....	43.98

BLOCK FOUR

N. 10, E. 13, S. 18, W. 8

Frank Midgett, Lots A and B.....	\$ 48.75
Ben Fisher, Lots 1 and 2.....	32.25
Mrs. H. B. Wilmans, Lots 3 and 8.....	43.59
Scott Higbee, Lot 4.....	16.12
M. W. Meader, Lot 5.....	32.23
Mrs. Clara L. Jones, Lot 6.....	38.37
E. A., Sarah J. and Hildreth Cross, Lot 7.....	28.71
Misses Ollinger, Lots 9 and 10.....	56.65

BLOCK FIVE

N. 22, E. 21, W. 55

Mrs. M. M. Crawford, Lot 1.....	\$106.70
Gordon Smith, Lot 2.....	106.68

BLOCK SIX

N. 22, E. 8, W. 21

Bank of Fairhope, Lot 1 (west part).....	\$ 79.27
Mrs. S. P. Douglass, Lot 2.....	36.74
Mary E. Mallory, Lot 3.....	36.74
Elizabeth Mallory, E. 35 ft. of Lot 1.....	19.25
Mrs. Daphne B. Anderson, Lot 4.....	36.74
Mrs. Camille Andrews, Lot 5.....	36.30
Robert Hunter Estate, Lot 6.....	41.49

BLOCK SEVEN

N. 18, E. 8, W. 8

W. B. Carpenter, W. 50 ft. of Lot 1.....	\$ 24.42
Mrs. L. J. N. Comings, Lots 2 and 3, E. 16 ft. of Lot 1.....	35.58
Mrs. Nellie E. Stuart, Lot 4.....	29.57
Mrs. M. E. Lowell, Lots 5 and 6.....	64.28

BLOCK EIGHT

N. 13, E. 10, S. 10, W. 13

Anna Mae and Theresa Oswald, Lots 1 and 2.....	\$ 51.96
Mrs. Julia D. Mackintosh, Lots 3, 4 and 5.....	52.82
Manly R. Bennett, So. 63 ft., Lots 6 and 7.....	29.24
J. A. Prout, Lot 8 and N. 69 ft. of Lots 6 and 7.....	37.80
M. F. Holden, Lots 9 and 10.....	38.30

LESSEES AND RENTALS

BLOCK NINE

N. 10, E. 10, S. 14, W. 13

and Anna Lindberg, Lots 1 and 2	\$ 43.70
I. Peterson, Lot 3	16.12
ter H. and Marie L. Mask, Lots 4 and 5	32.98
F. B. Moore, Lots 6 and 7	67.38
nd S. W. Hiestrand, W. 44 ft. of Lot 8	15.04
C. Cummings, E. 22 ft., Lot 8 and W. 22 ft., Lot 9	15.04
Lederle, W. 10 ft. of E. 44 ft. of Lot 9	3.42
L. R. Cravath, E. 34 ft. of Lot 9, and Lot 10	45.01

BLOCK TEN

N. 14, E. 10, S. 8, W. 8

ak Fobes, Lots 1 and 2	\$ 56.78
ence Cummings, Lot 3	25.16
C. Cummings, Lots 4, 5, 6, 7, 8, 9 and 10	146.74

BLOCK ELEVEN

N. 8, E. 8, S.—e. 7½, w. 8, W. 10

H. Burmeister, Lot 1 and E. ¼ Lot 2	\$ 27.46
e Keller, W. ¼ Lot 2 and E. 12 ft., Lot 3	8.66
ence Keller, W. 54 ft. of Lot 3	10.53
J. Jennie Cain, Lots 4 and 5	33.66
l Baumhauer, Lot 6	20.33
ernhardt, Lot 7	12.10
K. Bickford, Lots 8, 9 and 10	45.01

BLOCK TWELVE

E. 8, S. 12

ry and Mary E. Rupf, Lots 1 and 2	\$ 38.19
man Maddock, Lot 3	19.14
E. Remmen, Lot 4	19.18
F. Northrop, Lots 5 and 6	45.72

BLOCK THIRTEEN

S. 15, W. 18

ina Hill, Lot 2	\$ 53.94
J. Carthy, Lot 3	23.47
rge Unruh, Lot 4	22.56
riet L. Williams, Lot 5	23.61

BLOCK THIRTEEN F

E. 18, S. 21, W. 30

. Knott, Lot 1	\$ 73.96
. Kate Lacy, Lot 2	63.73

BLOCK FOURTEEN

N. 15, E. 8, S. 12, W. 18

. T. J. Kelly, Lots 2 and 3	\$ 68.31
i. Radcliff, Lot 4	23.52
. B. McLean, Lot 5	29.55
emley, Lot 8	53.02
. Caroline Ward, S. 100 ft. of Lots 9 and 10	39.65
ampshire, N. 32 ft. of Lots 9 and 10	6.27

BLOCK FOURTEEN F

N. 15, E. 18, S. 14, W. 33

I. Horn, Lot 1	\$ 66.50
. Harris, Lot 2	55.11
C. Baumhauer, Lot 3	55.11
ak Hemley, Lot 4	80.54

BLOCK FIFTEEN

N. 12, E. 7, S. 5, W. 8

tha L. and Ora D. Matthews, Lots 1 and 2	\$ 43.56
O. and Mary Keeble, Lot 3	18.99
ina T. Hill, Lots 4, 5 and 6	58.87
. R. A. Douville, Lots 7, 8 and 9	36.85
. and Lillian M. Teagarden, Lot 10	16.13
. Teagarden, Lots 11 and 12	27.87

FAIRHOPE

BLOCK SIXTEEN

N. 7½, E. 7, S. 4, W. 7

Mary McCarthy, Lots 1 and 2 less S. 132 ft.	\$ 43.05
Mrs. Raymond Wood, S. 132 ft. of Lots 1 and 2.	24.77
W. R. Steller and wife, N. 266 ft. of Lots 3, 4 and 5.	66.24
Edw. A. and Madge W. Glens, S. 80 ft. of Lots 3, 4 and 5, aside from street.	21.43

BLOCK SEVENTEEN

N. 7½, S. 4, W. 7

J. S. Jewell, Lots 1, 2 and E. 40 ft. of Lot 3, S. 100 ft. of W. 26 ft. of Lot 3, S. 100 ft. of Lots 4 and 5.	68.95
C. D. Fuller, N. 243 ft. of Lots 4 and 5 and W. 26 ft. of Lot 3.	35.02
Frank Curtis, Lots 6, 7 and 8.	81.60

BLOCK EIGHTEEN

N. 8, E. 8, S. 7½, W. 8

D. E. and Lucy Voris, Lots 1, 2, 9, 10 and 11.	\$ 74.60
O. K. Cummings, Lots 3 and 4.	28.55
J. L. Young, Lot 5.	15.74
Benjamin E. Harrar, Lot 6 and W. ½ of Lot 7.	26.66
F. A. Tuttle, Lot 8 and E. ½ of Lot 7.	18.15

BLOCK NINETEEN

N. 14, E. 10, S. 8, W. 10

Jesse H. Smith and wife, Lots 2, 3, 4 and 5.	\$ 94.47
E. A. Zavitz, Lot 1.	29.92
Mrs. M. C. Freer, Lots 6 and 7.	34.24

BLOCK TWENTY

N. 10, E. 10, S. 14, W. 10

P. H. Porter, Lots 1, 2 and 3 (all the block).	\$118.45

BLOCK TWENTY-ONE

(Park)

BLOCK TWENTY-TWO

N. 14, E. 10, S. 8, W. 10

Mabel A. Zandt, Lot 5 and E. ½ of Lot 4.	\$ 25.93
James and Maud Foster, Lot 3 and W. ½ Lot 4.	34.84
Elizabeth Quarles, Lot 2.	25.89
Flora M. Hubbard, Lot 1.	28.24

BLOCK TWENTY-THREE

N. 8, E. 8, S. 6, W. 8

Ethel Olmstead, Lots 1 and 2.	\$ 33.33
Mary Young, Lots 3, 4, 5 and 6.	63.85
Mrs. H. Lisenby, Lots 7 and 8.	30.67

BLOCK TWENTY-FOUR

N. 6, E. 7, W. 5

Caroline C. McLean, Lot 1 and E. ½ Lot 2.	\$ 32.36
Ethel O. Darrow, Lots 3, 4, 5, 6, 7 and W. ½ Lot 2.	61.91

BLOCK TWENTY-FIVE

N. 7, E. 8, S. 7, W. 7

Rose C. Kamper, Lots 1, 2 and 3.	\$ 88.97
Wm. Edgerton, Lot 4 and S. ½ Lots 5 and 6.	54.87
Elof M. Tuveson, N. ½ of Lots 5 and 6.	34.34

BLOCK TWENTY-SIX

N. 8, E. 10, S. 7, W. 8

H. F. and Julia Nye, Lots 1 and 2.	\$ 37.52
Jason Malbis, Lots 3 and 4.	25.80
Thos. and Edna Cudney, Lots 5 and 6.	34.50
Wm. Edgerton, Lots 7, 8, 9 and 10.	58.40
Charles Schults, Lots 11 and 12.	36.75

BLOCK TWENTY SEVEN

N. 14, E. 8, S. 8, W. 10

B. Fischer, Lot 1.	\$ 29.50
O. K. and Horace Cummings, Lot 2.	22.75
Laura F. Adams, Lot 3.	22.57
Ethelle Olmstead, Lots 4, 5, 6, 9 and 10.	112.53
J. A. Decker, Lots 7 and 8.	54.03
Edith V. Pratt, Lots 11 and 12.	32.77

LESSEES AND RENTALS

BLOCK TWENTY-EIGHT

N. 8, E. 8, S. 14, W. 10

rs. M. Albers, Lots 1, 2 and 12.....	\$ 61.62
S. Hoffecker, Lot 3.....	12.90
K. Bickford, Lots 4 and 5.....	25.80
urvin and Sybilla DuBrock, Lot 6.....	25.19
rs. H. M. Patterson, Lot 7.....	30.23
anklin Rockwell, Lots 8 and 9.....	45.36
ie C. Brown, Lots 10 and 11.....	45.14

BLOCK TWENTY-NINE

N. 10, E. 10, S. 8, W. 10

len Sacriste, Lots 1 and 2.....	\$ 29.81
rman Maddocks, Lots 3 and 4.....	39.71
nry and Sarah Hiestand, Lots 5 and 6.....	42.12

BLOCK THIRTY

N. 5, E. 8, S. 14, W. 8

S. Eggleston, Lots 1 and 2.....	\$ 17.71
ek Brown, Lots 3 and 10.....	27.41
urtin Lowell, Lots 4 and 9.....	30.40
A. Westerlund, Lot 5.....	8.06
C. Corzatte, Lot 6.....	19.36
s. Daisy Parker, Lot 7.....	24.86
s. C. Harry, Lot 8.....	22.77
E. Lowell, Lots 11 and 12.....	50.95

BLOCK THIRTY-ONE

N. 14, E. 8, S. 10, W. 8

D. Burnham, Lots 1 and 2.....	\$ 53.50
gene and Ella Yager, Lot 3.....	22.57
ry J. Mogg, Lot 4.....	22.57
s. M. C. Dickson, Lots 5 and 6.....	53.50
ry T. Burgess, Lots 7 and 8.....	41.00
n. Zepp, Lots 9 and 10.....	32.24
s. M. O. Swedelius, Lots 11 and 12.....	41.00

BLOCK THIRTY-TWO

N. 10, E. 10, S. 10, W. 10

L. and Mary E. Stearns, Lots 1 and 2.....	\$ 43.40
E. L. and E. L. Connolly, Lot 3.....	16.12
reana J. Parker, Lot 4.....	16.12
rest L. Rogers, Lots 5 and 6.....	43.40
elma Tucker, Lots 7 and 8.....	43.40
Roy Moyers, Lot 9.....	16.12
s. R. M. Fair, Lot 10.....	16.12
s. Joseph Schuller, Lots 11 and 12.....	43.40

BLOCK THIRTY-THREE

N. 10, E. 8, S. 8, W. 8

y E. and Harriet D. Briggs, Lots 1 and 2.....	\$ 39.57
s. M. H. Peterson, Lot 3.....	16.12
J. Melville, Lot 4.....	16.12
s. Ellen Jardine, Lot 5.....	16.27
E. Mogg, Jr., Lot 6.....	22.68
ssie M. Keeney, N. 1, Lots 7 and 8.....	12.90
ry J. Mogg, Lots 11 and 12.....	32.82
C. Keeney, S. 1, Lots 7 and 8.....	00.00

BLOCK FORTY-SEVEN

rl Bloxham, Lots 1 and 2.....	\$ 29.24
Wallmark, Lots 3 and 4.....	29.23
G. Lorensen, Lot 5.....	14.62
y Lorensen, Lot 6.....	14.62
M. Green, Lots 7 and 14.....	21.92
G. Krook, Lots 8 and 13.....	21.92
ry Sanders, Lots 9 and 12.....	21.92
R. Green, Lot 10.....	14.62
S. Williams, Lot 11.....	7.30
ndon Wheeler, W. 75 ft. of Lots 31 and 32.....	7.30
en F. Montague, Lot 33 and E. 75 ft. of 31 and 32.....	14.60
s. H. E. Eggleston, Lots 29 and 30.....	14.60
mon Club, NE. 1/4 of Block.....	00.00

FAIRHOPE

DIVISION THREE

BLOCK ONE

N. 8, E. 7½, W. 30

Georgiana Peters, Lots 1 and 3 and S. 10 ft. of Lot 2.....	\$ 99.75
Helen Porter, N. 70 ft. of Lot 2.....	51.02
Mrs. F. L. Higgins, W. ½ of Lot 4.....	6.69
Mrs. F. L. Higgins, E. ½ of Lots 4 and 5, and W. ½ Lot 6.....	26.70
Dewey Wheeler, E. ½ of Lot 6 and W. ½ of Lot 7.....	13.35
J. and W. DeBusi, E. ½ of Lot 7 and W. ½ of Lot 8.....	13.35
Mr. and Mrs. R. E. Connolly, Lot 9 and E. ½ of Lot 8.....	26.71

BLOCK TWO

N. 8, E. 7½, S. 8, W. 30

C. P. Bowman, Lots 1 and 2.....	\$ 61.55
Paul Nichols, Lot 3.....	53.11
Josephine G. Jones, Lot 4.....	58.17
W. J. Graham, Lot 5.....	12.45
Amelia B. White, Lot 6.....	14.47
Josephine S. Ward, Lot 7.....	14.52
J. E. Hill, Lot 8.....	14.61
E. S. and L. S. Massey, Lot 9.....	14.61
George Martin, Lot 10.....	13.90
A. E. Schalkenbach, Lots 11 and 12.....	32.69
Charles Anderson, Lots 13 and 14.....	30.35
J. I. Eernisse, Lot 15.....	13.18
Maud J. Eernisse, Lot 16.....	14.65
Mrs. M. Dyson, Lot 17.....	14.56
T. G. Meinema, Lots 18, 19 and 20.....	31.11

BLOCK THREE

N. 6, E. 7, S. 8, W. 30

Clara McCohn, Lot 1.....	\$ 56.03
Mrs. H. B. Wilmans, Lot 2.....	53.87
Mate E. McGill, Lot 3.....	51.45
Mrs. R. H. Young, Lot 4.....	54.67
Julia Klingensmith, Lots 5 and 6.....	26.84
Mrs. B. B. Hobdy, Lot 7.....	11.28
Paul Nichols, Lots 8 and 9.....	26.35
J. O. Gaither, Lots 10 and 11.....	41.93
E. M. Keller, Lots 12 and 13.....	36.45
Ass A. Burrell, Lots 14 and 15.....	26.33
Mabel C. Finkbine, Lot 16.....	14.63
O. J. Armstrong, Lot 17.....	14.56
Wm. and Mrs. Ruffles, E. 60 ft. of Lot 18.....	13.18
Henry and Mary E. Ruff, Lot 19 and W. 6 ft. of Lot 18.....	11.66

BLOCK FOUR

N. 6, E. 7, S. 6, W. 30

Mrs. Carrie McConnel, Lot 1 and part of Lot 14.....	\$ 71.63
Katherine du Choine, Lots 2, 3, 4, 5, 6, 13 and part of Lot 14.....	194.08
G. C. Boyd, Lots 7 and 8.....	34.31
Christ Johnson, Lots 9 and 10.....	33.29
Axil Johnson, Lot 11 and E. 50 ft. of Lot 12.....	23.03

BLOCK FIVE

N. 13, E. 7, S. 6, W. 30

W. G. McConnel, Lots 1 to 10, inclusive.....	\$351.48

BLOCK SIX

S. 7½, W. 7

Elfried Meybohn, Lot 1.....	\$ 19.20
Thomas R. Leggo, Lots 2 and 5.....	22.58
Burness and Arsalia Carter, Lot 6.....	11.29
C. A. Cedarlund, Lot 7.....	11.29
Carl Anderson, Lot 8.....	11.29
W. B. La Nicca, Lots 9, 10 and 11.....	33.84
Mrs. C. E. Boye, Lots 12, 13 and 14.....	33.84
M. Koppisch, Lots 15 and 16.....	22.58
M. Dyson, Lot 17.....	11.29
John Bowen, Lot 18 and S. ½, Lot 19.....	16.93

LESSEES AND RENTALS

BLOCK SEVEN

N. 5, W. 7½

Mary J. Mogg, Lot 1.....	\$ 21.82
P. K. Dealy, Lot 2.....	13.24
H. Tucker, Lots 3 and 4.....	31.20

BLOCK EIGHT

N. 5, E. 8

Mrs. Ida Lutz, Lots 1 and 2 of Replat of 10 and 11.....	\$ 33.84
C. J. Larson, Lots 1 and 2.....	13.88
Wm. Steursel, Lots 3 and 4.....	18.77
L. Tilson, Lot 3 of Replat of 10 and 11.....	16.55
George O. Miller, Lot 4 of Replat of 10 and 11.....	41.79
J. W. Linn, Lots 8 and 9.....	19.55

BLOCK NINE

Cemetery

BLOCK TEN

N. 20, E. 30, W. 40

Mrs. Georgiana Peters, whole Block.....	\$220.50

DIVISION FOUR

BLOCK ONE—Camp Ground

Unleased, Lots 1 and 2

BLOCK TWO

N. 2½, E. 7, S. 4, W.—s. 7, n. 2

J. S. Lane, Lots 1 and 8 and N. ½, Lots 2 and 7.....	\$ 25.92
J. M. Stanley, Lot 6 and S. ½, Lot 7.....	4.83
Fred Hemman, Lot 3 and So. ½, Lot 2.....	9.68
C. B. and Helen Neimeyer, Lots 4 and 5.....	23.54

BLOCK THREE

N. 4, E. 4, S. 6, W. 8

J. E. Thompson, Lots 7 and 8.....	\$ 13.02
Lawrence and Anne Winberg, Lots 4, 5 and 6.....	39.03
Mrs. Wharton, Lot 1.....	15.53
Gordon Lowell, Lots 2 and 3.....	25.80

BLOCK FOUR

N. 6, E. 6, S. 10, W. 17

W. D. Ingersoll, Lots 1, 8 and W. ½ of Lots 2 and 7.....	\$105.38
Dr. J. W. Norton, Lots 3, 6 and E. ½ of Lots 2 and 7.....	53.48
Mary Rathje, Lots 4, 5 and part of Bancroft Street.....	28.83

BLOCK FIVE

N. 10, E. 17, S. 88, W. 17

O. E. Bowers, Lot 1.....	\$ 52.36
Mrs. Charles Stradling, S. 6 ft. of Lot 1, N. 44 ft. of Lot 2, 150 ft. deep, S. 22 ft. of W. 108 ft. of Lot 2.....	28.88
George W. Wood, N. 16 ft. of W. 108 ft. of Lot 4 and W. 108 ft. of Lot 3.....	31.62
Town of Fairhope, S. 50 ft. of W. 108 ft. of Lot 4.....	19.29
E. A. Ruge, Lot 5.....	142.12
J. E. Gaston, E. 2 ft. of Lot 5, all Lot 6, N. 18 ft. of Lot 5, W. ½ of Lot 9, N. 18 ft. of W. 18 ft. of Lot 7, and E. 24 ft. of Lots 3 and 4.....	178.56
Wm. Steursel, S. 36 ft. of E. 2 ft. of Lot 6 and W. 18 ft. of Lot 7.....	38.81
J. Winter, E. 48 ft. of Lot 7.....	90.23
Bank of Fairhope, Lot 8 and E. ½ of Lot 9.....	171.42
Peoples Ice Co., E. 114 ft. of N. 44 ft. of Lot 11 and S. 22 ft. of Lot 11. All Lot 10.....	53.93
Raymond Dyson, E. 114 ft. of Lot 12.....	48.20

BLOCK SIX

N. 88, E. 5, S. 7, W.—n. 70, s. 40

Wheeler Merc. Co., W. 60 ft. of Lot 1.....	\$192.85
O. K. Cummings, E. 6 ft., Lot 1 and W. 44 ft., Lot 2.....	112.86
A. L. West, S. 20 ft. of E. 26 ft. of W. 44 ft., Lot 2.....	3.30
Fairhope Coal & Supply Co., E. 48 ft. of Lot 3 and W. 12 ft. of Lot 4, Lot 5, N. 42 ft. of Lot 6, and S. 20 ft. of W. 18 ft. of Lot 3.....	154.22
John Winter, E. 54 ft. of Lot 4.....	107.03

FAIRHOPE

Shipping Shed, W. 66 ft. of Lot 7 and S. 24 ft. of W. $\frac{1}{4}$ of Lot 6.....	9.70
H. Tucker, E. 66 ft. of Lot 7, and S. 24 ft. of E. $\frac{1}{4}$, Lot 6.....	11.15
Bank of Fairhope, S. 46 ft. of Lot 8.....	49.85
D. A. Russell, 39 ft. in Lot 10.....	47.60
P. H. Porter, N. 20 ft. of Lot 8 and S. 2 ft. of Lot 9.....	24.20
Tuveson and Ruge, Lot 10 and N. 25 ft. of Lot 9.....	133.45

BLOCK SEVEN

N. 7, E. 3, S. 5, W. 25

W. and A. K. Burnham, Lots 1 and 8.....	\$ 61.36
Nelson Rockwell, Lots 2, 3, 4, 5, 6 and 7.....	165.97

BLOCK EIGHT

N. 5, E. 3, S. 8, W. 17

Hattie Stewart, Lots 1 and 10.....	\$ 24.84
Henry Ehler, Lot 4.....	25.76
Rebecca and J. H. Kiser, Lot 5.....	27.54
L. J. Slocum, Lots 6 and 7.....	26.24

BLOCKS NINE, TEN AND ELEVEN

School of Organic Education.

BLOCK TWELVE

N. 10, E. 10, S. 21, W. 17

Jesse Stimpson, W. 86 ft. of Lot 1.....	\$ 35.97
E. A. Sheldon, Lot 12 and E. 46 ft. of Lot 1, N. 32 ft. of Lot 11 and E. 46 ft., Lot 2.....	67.32
J. E. Nelson, W. 86 ft. of Lots 2, 3 and 4.....	69.25
George O. Miller, Lot 5 and 20 ft. of Lot 6, 132 ft. deep.....	59.73
C. E. Tibbetts, W. 49 ft. of Lot 7 and E. 46 ft. of Lot 6.....	54.84
Mrs. J. R. Yerion, E. 17 ft. of Lot 7 and all of Lot 8.....	73.72
Edward Sheldon, S. 34 ft. of Lot 11, and N. 46 ft. of Lot 10, 190 ft. deep.....	19.10

BLOCK THIRTEEN

N. 4, E. 7, S. 10, W. 6

Thyrza B. Dean, 206.5 x 279 ft. of SE. cor. of Magnolia Avenue and School Street.....	\$ 82.74
Mrs. Jennie C. Coleman, 77 $\frac{1}{2}$ x 279 ft. on Magnolia Avenue and Bancroft Street.....	31.91
Mrs. Daisy Winter, 50 x 77 $\frac{1}{2}$, NW, corner.....	6.49

BLOCK FOURTEEN

N. 4, E. 7, S. 4, W. 4

John I. and Mary Annable, 160 x 153 ft., 132 ft. east of Bancroft Street.....	\$ 31.33
H. M. Ferrin, Lots 3 and 4.....	17.89
Otto Quade, Lots 1 and 2.....	15.84

BLOCK FIFTEEN

N. 3, W. 3

J. O. Stimpson, Lots 1 and 2.....	\$ 9.68
Emma Schoettle, Lots 3 and 4.....	16.12
Gottfried Schoettle, Lots 5, 6, 7 and 8.....	19.36

STIMPSON-STEELÉ TRACT "REPLAT"

BLOCK "A"

S. 7, W. 7

A. L. Stubblefield, Lots 1 and 2.....	\$ 32.85
Carl and Mary Basey, Lots 3 and 4.....	25.96
J. Stimpson, Lots 5, 6 and 20 ft. of Lot 7.....	26.55
Mrs. K. B. Steele, Lots 8 and 9.....	20.17

BLOCK "B"

N. 7, E. 7, S. 10

M. E. Bemis, Lots 1 and 2.....	\$ 30.15
T. J. Lowell, Lot 3.....	11.51
W. L. and G. A. Boyd, Lots 4, 5 and 6.....	34.55
Stimpson Estate, W. 20 ft. of Lots 7 and 12.....	9.00
Mrs. Jessie A. and George Siye, E. 46 ft. of Lot 12.....	12.50
J. P. Bailey, Lot 13 and E. 32 ft. of Lot 14.....	26.38

LESSEES AND RENTALS

E. B. Converse, Lot 15 and W. 34 ft. of Lot 14.....	\$ 26.86
G. M. and D. K. Bancroft, Lot 16 and W. 1 ft. of Lot 15.....	22.97
E. E. Quarlee, Lots 17 and 18.....	42.68
Mrs. K. B. Steele, 191 ft. on Stimpson St. and land in rear.....	78.36

BLOCK "C"

N.—w.10, e. 7, E. 7, S. 13, W. 10

T. J. Larkin, Lots 1 and 2.....	\$ 45.91
Jennie B. Parker, Lot 6 and E. $\frac{1}{4}$ of Lot 5.....	27.63
Mrs. George Leavenworth, Lots 8 and 9.....	45.10
J. O. Stimpson, Lots 3, 4 and W. $\frac{1}{4}$ of Lot 5, Lots 17, 16, 15, 14, 13 and 20 ft. of Lot 12.....	206.47
Mrs. K. B. Steele, Lots 7, 10, 11 and E. 46 ft. of Lot 12.....	61.38

TRACT BOUNDED W. BY SCHOOL ST.; N. BY FAIRHOPE AVE.; E. BY MERSHON ST.; S. BY MORPHY AVE.

N.—w. 13, e. 6, E. 6, S.—e. 6, w. 8, W. 13

Paul Frederick, Lots 1 and 2.....	\$ 55.61
Mrs. Louisa Lawrence, 162 ft. on School St. and rear.....	93.76
Jane Rota, 109 ft. on School St. and rear.....	32.69
Mrs. C. E. Tibbitts, Lot "A".....	29.46
Fairhope Cabinet Works, Lots 3 and 4.....	41.92
Ralph Keller, 66 ft. on School St.....	20.96
Victoria P. Atkieson, 99 ft. on School St.....	49.39
A. L. West, 79 ft. on School St.....	39.40
Carrie Gregory, 77.7 ft. on School St.....	28.77
S. L. and M. E. Houghton, E. 140 x 77 $\frac{1}{2}$ ft.....	28.73
Frank and Minnie Brown, 120 ft. on School St.....	41.38
Isaiah Campbell, Lots 1 and 5, 122 ft. on School St. by 132 ft. on Morphy Ave.....	46.02
H. S. Walker, 82 x 132 ft., 132 ft. east of School St.....	16.02
Merrill F. Cross, 132 ft. square, cor. Morphy Ave. and Brown St.....	30.27
Laura F. Cross, 132 x 132 ft., 132 ft. north of Morphy Ave.....	19.37
George Leavenworth, 230 ft. on Morphy Avenue and 499 ft. on Brown St.....	86.42
E. P. Totten, 246 ft. on Morphy by 388 ft. deep.....	43.18
Jack Beatty, 132 ft. on Fairhope Ave.....	19.34
Estelle Larsen, 198 x 132, on corner, south of Fairhope Ave., east of Brown St.....	30.82
Agnes E. Wood, Lot 10, Block 26.....	9.67
Dr. Moore, 148 ft. on Fairhope Ave. by 552 on Mershon St.....	86.79
Clara A. Ewald, 179 ft. on Mershon St.....	24.37
Mrs. G. B. Griffin, 267 ft. on Morphy Ave. by 320 on Mershon St.....	67.91

BLOCK FORTY-FIVE

S. 10, W.—s. 5, n. 3

Annie and Frank S. Craft, Lots 1 and 2.....	\$ 32.24
Leighton W. Craft, 33 x 179 ft. deep, west of Lot 1.....	8.69
James and Lottie Edward, Lot 3.....	17.38
Dr. Charles W. Morrow, Lot 4.....	17.38
Dr. Charles W. Morrow, Lots 5 and 6.....	34.76
A. L. McCue, Lots 7, 8, 9 and W. 13 ft. of Lot 10.....	62.24
Alice C. Bryan, Lot 11 and E. 3 ft. of Lot 10.....	20.61
L. M. and A. L. Bradish, Lots 12, 13, 14, 15 and 16.....	80.30
W. T. Grimley, Lots 17, 18 and 19.....	58.10

MISCELLANEOUS IN DIVISION FOUR

SECTIONS SEVENTEEN AND TWENTY

Mrs. Louise M. Kuter, w. 138 $\frac{1}{2}$ ft. of nw. $\frac{1}{4}$ of se. $\frac{1}{4}$ of SW. $\frac{1}{4}$, Sec. 17.....	\$ 30.57
W. T. Laraway, 360 ft. on Morphy Ave.....	95.22
L. O. Bishop, s. $\frac{1}{4}$ of se. $\frac{1}{4}$ of se. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of Sec. 17.....	34.98
L. O. Bishop, 132 ft. on Morphy Ave.....	20.83
L. O. Bishop, s. $\frac{1}{4}$ of sw. $\frac{1}{4}$ of se. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of Sec. 17.....	32.40
Don E. and E. W. Andrews, n. $\frac{1}{4}$ of se. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of Sec. 17.....	36.09
B. J. Bishop, 4-acres in nw. $\frac{1}{4}$ of sw. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of Sec. 17.....	31.65
C. S. Eggleston, sw. cor. nw. $\frac{1}{4}$ of se. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of Sec. 17.....	22.46
Mary and Harry Bishop, w. 250 ft. of nw. $\frac{1}{4}$ of sw. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of Sec. 17.....	29.35
J. M. Webb, s. 318 ft. of 4-acre tract in nw. cor. of sw. $\frac{1}{4}$ of se. $\frac{1}{4}$ of Sec. 17.....	22.46

FAIRHOPE

T. H. Molton, s. $\frac{1}{2}$ of n. $\frac{1}{2}$ of se. $\frac{1}{2}$ of NE. $\frac{1}{2}$ of Sec. 17.....	47.20
T. H. Molton, 4.66 acres in sw. cor. of se. $\frac{1}{2}$ of NE. $\frac{1}{2}$ of Sec. 17.....	102.41
R. C. Newman, 5.32 acres in sw. cor. of nw. $\frac{1}{2}$ of SE. $\frac{1}{2}$ of Sec. 17.....	87.24
Flora Kapahn, s. $\frac{1}{2}$ of Blocks 55, 56 and 57.....	107.61
Flora Kapahn, Lots 3, 4 and E. 32 ft. of Lot 2.....	52.96
W. H. Edwards, 768.5 ft. on Fairhope Ave. and 2.05 acres.....	164.49
W. T. Magehan, n. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of se. $\frac{1}{2}$ of NE. $\frac{1}{2}$ of Sec. 17.....	30.34
Mrs. Belle Mills, se. $\frac{1}{2}$ of se. $\frac{1}{2}$ of NE. $\frac{1}{2}$ of Sec. 17.....	122.51
Eugenia Possien, 14 acres in sw. $\frac{1}{2}$ of NW. $\frac{1}{2}$ of Sec. 17.....	19.60
Mrs. C. C. O'Byrne, n. $\frac{1}{2}$ of se. $\frac{1}{2}$ of N. $\frac{1}{2}$ of Sec. 17.....	88.48
George Leavenworth, 2.14 acres north of Fairhope Ave.....	65.57
George Leavenworth, 2 $\frac{1}{2}$ acres, 223 ft. on Fairhope Ave.....	44.74

COUNTRY LANDS

SECTION TWO

Roy W. Rockwell, w. $\frac{1}{2}$ of SW. $\frac{1}{2}$	\$ 67.22
B. W. Lindberg, s. $\frac{1}{2}$ of NW. $\frac{1}{2}$ and se. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of NW. $\frac{1}{2}$	55.60
Joe Bortwick, w. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of NW. $\frac{1}{2}$ less 33 ft. for street, ne. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of NW. $\frac{1}{2}$ less street on N. and W. n. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of NE. $\frac{1}{2}$ less road.....	33.63
Arl Johnson, ne. $\frac{1}{2}$ of SE. $\frac{1}{2}$	26.30
C. S. Hampton, w. $\frac{1}{2}$ of se. $\frac{1}{2}$ of SW. $\frac{1}{2}$	16.52

SECTION TEN

E. H. Copeland, sw. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of SE. $\frac{1}{2}$	13.51
Sateuma Park.....	68.93

SECTION ELEVEN

Roy Rockwell, n. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of NW. $\frac{1}{2}$	\$ 19.33
Herman Battey, SW. $\frac{1}{2}$ and s. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of NW. $\frac{1}{2}$	52.69
J. W. Whited, w. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of NW. $\frac{1}{2}$	19.89
A. L. McCue, w. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of NE. $\frac{1}{2}$, ne. $\frac{1}{2}$ of NE. $\frac{1}{2}$	45.02
Mrs. Maud Bernisse, s. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of NE. $\frac{1}{2}$	15.84
Charles S. Lowell, e. $\frac{1}{2}$ of se. $\frac{1}{2}$ of SE. $\frac{1}{2}$	19.98
Walter James, sw. $\frac{1}{2}$ of SE. $\frac{1}{2}$	39.49
W. J. Briggs, s. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of SW. $\frac{1}{2}$, E. $\frac{1}{2}$ of se. $\frac{1}{2}$ of SW. $\frac{1}{2}$	38.65
C. J. and E. R. J. Free, w. $\frac{1}{2}$ of se. $\frac{1}{2}$ of SW. $\frac{1}{2}$	19.85
Burness E. Carter, s. $\frac{1}{2}$ of n. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	17.26
Walter J. Carter, s. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of SW. $\frac{1}{2}$, n. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	21.22
Sam Beaty, s. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	20.38

SECTION FOURTEEN

W. C. James, n. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of NW. $\frac{1}{2}$	\$ 25.00
J. M. Parker, w. $\frac{1}{2}$ of E. $\frac{1}{2}$ of NW. $\frac{1}{2}$	52.54
Hugo F. Sellstrom, E. $\frac{1}{2}$ of se. $\frac{1}{2}$ of NW. $\frac{1}{2}$	26.52
Ellen Mae Taylor, w. $\frac{1}{2}$ of s. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of NE. $\frac{1}{2}$	11.00
R. J. Nye, w. $\frac{1}{2}$ of se. $\frac{1}{2}$ of NE. $\frac{1}{2}$	23.85
L. D. Henderson, n. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of NE. $\frac{1}{2}$	22.47
C. H. Mitchell, E. $\frac{1}{2}$ of w. $\frac{1}{2}$ of NE. $\frac{1}{2}$, se. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of NE. $\frac{1}{2}$	65.99
L. M., E. $\frac{1}{2}$ of se. $\frac{1}{2}$ of NE. $\frac{1}{2}$	47.12
Joseph Quattrochi, E. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of SW. $\frac{1}{2}$, se. $\frac{1}{2}$ of SW. $\frac{1}{2}$	70.69
A. M. Troyer, e. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	25.82
Jos. Schneider, sw. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	12.76
M. Jansen, nw. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	13.46
Tomopo Orchard, NW. $\frac{1}{2}$ and w. $\frac{1}{2}$ of NE. $\frac{1}{2}$ of SW. $\frac{1}{2}$, also s. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of NW. $\frac{1}{2}$	121.78

SECTION FIFTEEN

Franklin Rockwell, w. 24 @ of sw. $\frac{1}{2}$ of NW. $\frac{1}{2}$	\$ 49.07
E. O. and W. Carlson, ne. $\frac{1}{2}$ of NW. $\frac{1}{2}$	59.30
F. J. Milechik, nw. $\frac{1}{2}$ of SE. $\frac{1}{2}$ less 1 @ for street.....	63.31
R. Vanderwall, s. $\frac{1}{2}$ of SE. $\frac{1}{2}$	58.63
Henry Crawford, ne. $\frac{1}{2}$ of SE. $\frac{1}{2}$ and n. $\frac{1}{2}$ of s. $\frac{1}{2}$ of SE. $\frac{1}{2}$	118.46
Henry Crawford, se. $\frac{1}{2}$ of SW. $\frac{1}{2}$	50.48
W. B. Stanley, E. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of SW. $\frac{1}{2}$	26.14
Marion and Alice Smith, w. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of SW. $\frac{1}{2}$	27.69
Isabel Brown, $\frac{1}{2}$ acre in nw. cor. of se. $\frac{1}{2}$ of SW. $\frac{1}{2}$	.85

LESSEES AND RENTALS

Franklin Rockwell, e. $\frac{1}{2}$ and E. $\frac{1}{2}$ less 10 ft. of w. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SW. $\frac{1}{2}$ less 2.37 @ in NW. cor.	45.18
James and A. E. R. Caldwell, w. $\frac{1}{2}$ of E. $\frac{1}{2}$ less 10 ft. and nw. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	4.33
Mrs. E. L. Cross, W. $\frac{1}{2}$ and w. 10 ft. of E. $\frac{1}{2}$ of W. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	16.35
R. L. Rockwell, nw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	70.92

SECTION SIXTEEN

Benjamin Rockwell, nw. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	\$ 10.76
Russell Hampton, w. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	13.17
Thomas Blackburn, e. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	13.18
Joshua Smith, se. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	19.02
W. R. Briggs, sw. $\frac{1}{2}$ of SW. $\frac{1}{2}$, sw. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	104.62
Citrus Growers Ass'n, $\frac{1}{2}$ @ in ne. cor. of sw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	1.91
Irene Buell, se. $\frac{1}{2}$ of SW. $\frac{1}{2}$ except 15 @ on West and except 5 @ in ne. corner	25.80
Mrs. L. J. N. Comings, $\frac{1}{2}$ @ in NE. $\frac{1}{2}$ of SW. $\frac{1}{2}$	6.10
T. J. Larkin, NE. $\frac{1}{2}$ and w. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of SW. $\frac{1}{2}$	34.22
Thomas Mendenhall, sw. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of SW. $\frac{1}{2}$, 2.13 @ in ne. $\frac{1}{2}$ of SW. $\frac{1}{2}$, w. $\frac{1}{2}$ of w. $\frac{1}{2}$ of se. $\frac{1}{2}$ of SW. $\frac{1}{2}$ except 2.012 and nw. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of SE. $\frac{1}{2}$	74.74
F. F. and S. Guindon, w. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of SE. $\frac{1}{2}$	46.95
Edith A. Peckham, E. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of SE. $\frac{1}{2}$	44.04
A. R. Rockwell, w. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of SE. $\frac{1}{2}$	50.12
Clifford Devore, e. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of SE. $\frac{1}{2}$	36.05
George Thornton, e. $\frac{1}{2}$ of se. $\frac{1}{2}$ of SE. $\frac{1}{2}$	31.28
L. E. and K. E. Eastman, w. $\frac{1}{2}$ of se. $\frac{1}{2}$ of SE. $\frac{1}{2}$	32.04
A. M. Troyer, e. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SE. $\frac{1}{2}$	41.02
Gulf Coast Citrus Exchange, 170 x 150 ft. in nw. cor. of e. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SE. $\frac{1}{2}$	1.34
Mrs. E. D. Troyer, w. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SE. $\frac{1}{2}$ and 5A in ne. cor. of se. $\frac{1}{2}$ of SW. $\frac{1}{2}$	44.02
Zalo G. and L. G. Miles, 2.01A in se. $\frac{1}{2}$ of SW. $\frac{1}{2}$	4.27

SECTION TWENTY-TWO

W. S. Getty, nw. $\frac{1}{2}$ of NW. $\frac{1}{2}$	\$ 60.57
Leonard G. Payne, sw. $\frac{1}{2}$ of NW. $\frac{1}{2}$	52.73
Payne Bros., ne. $\frac{1}{2}$ of NW. $\frac{1}{2}$	52.63
Isabel Payne, w. $\frac{1}{2}$ of se. $\frac{1}{2}$ of NW. $\frac{1}{2}$, sw. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of NE. $\frac{1}{2}$	37.82
Jessie Bartlett, ne. $\frac{1}{2}$ of se. $\frac{1}{2}$ of NW. $\frac{1}{2}$	12.94
David Guthrie, se. $\frac{1}{2}$ of se. $\frac{1}{2}$ of NW. $\frac{1}{2}$	12.46
Lester Channes, n. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of NE. $\frac{1}{2}$	25.67
Elizabeth Jensen, nw. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of NE. $\frac{1}{2}$	12.65
Fred Hontamp, s. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of NE. $\frac{1}{2}$ and n. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of NE. $\frac{1}{2}$	51.71
Unlesed, nw. $\frac{1}{2}$ of se. $\frac{1}{2}$ of NE. $\frac{1}{2}$	11.90
Nelson Rockwell, ne. $\frac{1}{2}$ of se. $\frac{1}{2}$ of NE. $\frac{1}{2}$	11.30
Will Lowell, se. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of NE. $\frac{1}{2}$	12.03
Frank Grumble, s. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of SE. $\frac{1}{2}$	44.34
Jake Jansen, se. $\frac{1}{2}$ of SE. $\frac{1}{2}$, w. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of SE. $\frac{1}{2}$	58.37
Anton Aransa, e. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of SE. $\frac{1}{2}$	40.88
H. W. Rockwell, w. $\frac{1}{2}$ of se. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SE. $\frac{1}{2}$	5.02
A. R. Rockwell, s. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SE. $\frac{1}{2}$	4.75
Thos. E. Mendenhall, n. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SE. $\frac{1}{2}$	4.76
Mike Jansen, n. $\frac{1}{2}$ of sw. $\frac{1}{2}$ of SE. $\frac{1}{2}$ and e. $\frac{1}{2}$ of se. $\frac{1}{2}$ of SE. $\frac{1}{2}$	25.86
Lena M. Simma, ne. $\frac{1}{2}$ of SW. $\frac{1}{2}$	44.54
R. DuBrook, se. $\frac{1}{2}$ of SW. $\frac{1}{2}$	41.37
Lenore S. Goodwin, n. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of SW. $\frac{1}{2}$	22.36

SECTION TWENTY-SEVEN

Marion Smith, ne. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of NW. $\frac{1}{2}$	\$ 7.36
A. Aransa, se. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of NW. $\frac{1}{2}$ and w. $\frac{1}{2}$ of se. $\frac{1}{2}$ of SE. $\frac{1}{2}$	17.38
M. H. Foster, ne. $\frac{1}{2}$ of nw. $\frac{1}{2}$ of NW. $\frac{1}{2}$	9.93
Mike H. Jensen, e. $\frac{1}{2}$ of ne. $\frac{1}{2}$ of NW. $\frac{1}{2}$	19.50
W. C. Mills, nw. $\frac{1}{2}$ of NE. $\frac{1}{2}$	36.82

FAIRHOPE

DECLARATION OF INCORPORATION OF FAIRHOPE SINGLE TAX CORPORATION

We, the undersigned, desiring to form a corporation under the provisions of an act for the organization of corporations not for pecuniary profit in the sense of paying interest or dividends on stock, but for the benefit of its members through their mutual co-operation and association, approved October 1st, 1903, do hereby declare:

1.

The name of said corporation shall be the Fairhope Single Tax Corporation.

2.

The names of its chartered members are Ernest B. Gaston, C. K. Brown, H. Creswell, J. Bellangee, George Knowles, Clara M. Gaston, Mary Hunnel, Mary E. Mead, Marie Howland, William Stimpson, Frank L. Brown, George W. Wood, Clara E. Atkinson, M. V. Watros, J. A. Patterson, William Brown, Mrs. F. L. Brown, A. H. Mershon, C. L. Coleman, Sarah L. Coleman, Edith R. Wilson, C. H. Wilson, Anne B. Call, C. E. Littlefield.

3.

The purpose of said corporation is to demonstrate the beneficence, utility, and practicability of the Single Tax theory, with the hope of its general adoption by the governments in the future, in the meantime securing for ourselves and our children and associates the benefits to be enjoyed from its application as fully as existing laws will permit, and to that end to conduct a model community free from all forms of special privilege, securing to its members therein equality of opportunity, the full reward of individual efforts, and the benefits of co-operation in matters of general concern, holding all land in the name of the corporation and paying all taxes on the same and improvements and other personal property of lessees thereon (moneys and credits excepted), charging the lessees the fair rental value and, in the prosecution of its plans for the general welfare of its members, to do and perform all the acts and exercise all the powers permitted under section 5 of said act.

(Signed): Ernest B. Gaston, C. K. Brown, George Knowles, Clara M. Gaston, Marie Howland, G. M. Bancroft, D. K. Bancroft, Anna B. Hail, William Stimpson, Frank L. Brown, George W. Wood, Clara E. Atkinson, M. V. Watros, J. A. Patterson, William Brown, Mrs. F. L. Brown, A. H. Mershon, C. L. Coleman, Sarah L. Coleman, Edith R. Wilson, C. H. Wilson, Anne B. Call, C. E. Littlefield, H. Creswell, J. Bellangee, Mary Hunnel, Mary E. Mead, William Call, N. Mershon.

Of these twenty-nine persons, fourteen are still in Fairhope, two live near by, one is in California, three are no longer members, one is of unknown address and eight are dead.

CHARTER

The declaration in writing having been filed with me, setting forth that the subscribers thereto desire to form a corporation under the provisions of an act "To provide for the organization and regulation of corporations not for pecuniary profit in the sense of paying interest or dividends on stock, but for the benefit of its members and through their mutual co-operation and association," and giving the name

CHARTER

of the proposed corporation as The Fairhope Single Tax Corporation, and the names of the charter members who are the same as the subscribers to said declaration as *(then follow the names as appearing in the application for charter)*, and setting out the purpose of said corporation, I do hereby declare the parties aforesaid, their successors and associates, duly incorporated under the name of The Fairhope Single Tax Corporation; that the existence of said corporation shall be perpetual subject to the right of revocation by the legislature. Such corporation has the power to elect such officers as it may deem necessary in such manner and for such terms as it may provide, and remove the same at any time, and adopt such constitution and by-laws as it may see fit not in conflict with the constitution and laws of the state. Such corporation shall have the power to buy, sell, and lease real estate, to build and operate wharves, boats and other means of transportation and communication; build, erect, and operate water-works, electric lighting and power companies, libraries, schools, parks, and do any other lawful thing incident to its purpose for the mutual benefit of its members, and may admit such other persons to participate in its benefits as it may see fit and upon such conditions as it may impose.

Given under my hand this the 10th day of August, 1904.

CHAS. HALL, *Judge of Probate, Baldwin County, Ala.*

CONSTITUTION

1913

Preamble.

Believing that the economic conditions under which we now live and labor are unnatural and unjust, in violation of natural rights, at war with the nobler impulses of humanity, and opposed to its highest development; and believing that it is possible by intelligent association, under existing laws, to free ourselves from the greater part of the evils of which we complain, we, whose names are hereunto subscribed, do associate ourselves together and mutually pledge ourselves to the principles set forth in the following constitution.

ARTICLE I: NAME.

The name of this organization shall be FAIRHOPE SINGLE TAX CORPORATION.

ARTICLE II: PURPOSE.

Its purpose shall be to establish and conduct a model community or colony, free from all forms of private monopoly, and to secure to its members therein equality of opportunity, the full reward of individual efforts, and the benefits of co-operation in matters of general concern.

ARTICLE III: MEMBERSHIP.

1. Any person over the age of eighteen years whose application shall be approved by the Executive Council and who shall contribute to the Corporation one hundred dollars, shall be a member of the Corporation; provided that on petition of ten per cent of the qualified membership filed with the secretary within thirty days after action on any application by the Executive Council, such application shall be admitted to a vote of that membership.

2. The husband or wife of a member shall, upon signing the constitution, also be considered a member and entitled to vote in the government of the Corporation, while such relation exists in fact; but only while such membership remains in good standing.

FAIRHOPE

III; 3

3. Any member against whom complaint of violation of the spirit and purpose of the Corporation, or invasion of the rights of its members, is preferred in writing by ten per cent of the membership, may be expelled by the Executive Council, after full investigation of the charges preferred. Such investigation shall be public, and the accused shall be entitled to be represented by counsel.

4. In case of the expulsion of a member, the Corporation shall return to him in lawful money of the United States the amount contributed by him to the Corporation.

5. Certificates of membership shall be transferable only on the books of the Corporation, to persons acceptable as members.

ARTICLE IV: SUPREME AUTHORITY.

1. Supreme authority shall be vested equally in the membership, to be exercised through the initiative and referendum as hereinafter provided.

2. Each member not in arrears to the Corporation shall be entitled to one vote, and one only, at all elections involving changes in this constitution; but on elections of officers and questions concerning local administration of affairs, only those shall be entitled to vote who are in person on the Corporation grounds on the day of election, and who are not in arrears.

ARTICLE V: OFFICERS.

1. The officers of the Corporation shall be a president, a vice-president, a secretary, a treasurer, who shall be superintendent of Finance and Insurance, three trustees, and a superintendent of each of the following departments, — Lands and Highways, Public Service, Industries, and Public Health.

2. The superintendents of the departments shall constitute the Executive Council of the Corporation.

3. The president, vice-president, and secretary shall serve for terms of one year. The trustees shall serve for terms of three years, one being elected each year. The superintendents of departments shall serve for terms of two years, — the first named three being elected on the odd numbered years and the last named two on even numbered years.

4. The president shall be the chief executive officer of the Corporation, shall preside over the meetings of the Executive Council, and have the deciding vote in case of a tie. He shall countersign all warrants drawn upon the funds of the Corporation under authority of the Executive Council, and perform such other duties as may herein or hereafter be provided.

5. The vice-president shall, in case of the death, absence, or inability of the president, perform his duties.

6. The secretary shall have charge of the records of the Corporation, act as clerk of the Executive Council, draw and attest all warrants upon the treasurer authorized by the Executive Council, have charge of the correspondence relating to membership, and prepare annually, and at other times when requested by the board of trustees, full statements of the condition of the Corporation in its various departments.

7. The treasurer shall be the custodian of the funds of the Corporation, shall prepare and issue, under the direction of the Executive Council, the Corporation's non-interest-bearing obligations hereinafter provided for, and shall have general charge of the financial affairs of the Corporation, including the collection of revenues and department of insurance. He shall give good and sufficient bond for the faithful accounting of all monies coming into his hands.

CONSTITUTION

8. The trustees shall have general oversight of all affairs of the Corporation, shall have charge of all elections, canvass the votes cast and declare the result thereof, shall act as committee to audit all accounts and review all reports of officers and employees, and shall annually, and at other times in their discretion, submit reports advising the members of the condition and needs of the Corporation's business in all departments. They shall have access to the books and accounts of all officers and employees at all times. They shall receive compensation only for time actively employed, and shall hold no other office, either by election or by appointment.

9. The superintendents of departments provided for in section 2 of this article shall have special supervision of the affairs of the Corporation in their respective departments and may employ such assistance as they deem necessary. They shall present to the Executive Council annually, and at such other times as requested by reports of the condition of the Corporation's business in their departments, and suggest such changes therein as will in their judgment best promote the interests of the Corporation.

10. The Executive Council shall have general charge of the administration of the affairs of the Corporation, and to that end may make such rules and regulations not inconsistent with its laws as they may deem necessary; may select and employ such agents and assistants not otherwise provided for as they may deem necessary to conduct the Corporation's business; shall fix the compensation of all officers and employees of the Corporation, which compensation shall not, however, exceed the earnings of like ability and energy in productive industry within its limits; shall make an annual appraisal of the rental value of all land held for lease by the Corporation; and shall perform all other duties necessary to the carrying out of the principles and purposes herein set forth.

ARTICLE VI: INITIATIVE AND REFERENDUM.

1. Upon petition of ten per cent of the qualified membership, any act of the Executive Council, legislative or administrative, or any measure proposed by the petitioners, shall be submitted to a vote of that membership at the time set in said petition; provided that where amendments to this constitution are proposed, thirty days' notice must be given, and on other matters at least twenty-four hours' notice.

2. No measure of general legislation passed by the Executive Council shall be in force until thirty days have elapsed after its passage without the filing of a petition for its submission to the membership; provided that nothing in this section shall be construed to prevent the immediate taking effect of any order of the Executive Council necessary to the execution of measures already in force.

3. Upon petition of twenty per cent of the membership entitled to vote upon action of officers, the question of the dismissal of any officer, however elected, or appointed, must be submitted to a popular vote.

ARTICLE VII: ELECTIONS.

1. The regular annual election shall be held on the first Thursday of February each year.

2. Special elections may be held at any time, at the discretion of the Executive Council, or on petition of ten per cent of the membership, provided that the notice provided in Article VI be given.

3. At all elections printed official ballots shall be prepared, under direction of the board of trustees, on which shall appear in full any measure to be voted upon and the names of all candidates who may be placed in nomination in the manner hereinafter provided.

4. Nominations for office may be made by petition of five per cent of the membership filed with the secretary ten days before the election.

5. The name of any officer whose term of office expires at any election shall appear on the official ballot as a candidate for re-election unless he shall become disqualified to fill the position, or his declination in writing be filed with the secretary ten days before said election.

6. All voting shall be by secret ballot.

7. The affirmative votes of three-fourths of the members shall be necessary to amend or repeal any part of this constitution.

8. In the election of officers, or on the passage of any measure not conflicting with this constitution, the decision of a majority of those voting shall be final.

9. Should no candidate for an office receive a majority of the votes cast at an election, the trustees shall order a second election to be held two weeks thereafter for such officer, but only the names of the three candidates receiving the highest number of votes shall appear on the official ballot at said second election. If at a second election no candidate receives a majority, a third election shall be held two weeks thereafter; but only the two names receiving the highest number of votes at said election shall appear on the official ballot.

ARTICLE VIII: LAND.

1. There shall be no individual ownership of land within the jurisdiction of the Corporation, but the Corporation shall hold as trustee for its entire membership title to all lands upon which its community shall be maintained.

2. Its lands shall be equitably divided and leased to members at an annual appraised rental, which shall equalize the varying advantages of location and natural qualities of different tracts and convert into the treasury of the Corporation for the common benefit of its members all values attaching to such lands, not arising from the efforts and expenditures of the lessees.

3. Land leases shall convey full and absolute right to the use and control of lands so leased and to the ownership and disposition of all improvements made on products produced thereon so long as the lessee shall pay the annually appraised rentals provided in the foregoing section, and may be terminated by the lessee at six months' notice in writing to the Corporation and the payment of all rent due thereon.

4. Leaseholds shall be assignable, but only to members of the Corporation. Such assignments must be filed for record in the office of the secretary, and the person to whom the same is assigned thereby becomes the tenant of the Corporation.

5. The Corporations shall have a prior lien on all property held by any lessee upon lands of the Corporation, for all arrearages of rent.

6. If any lessee shall exact from another a greater value for the use of land exclusive of improvements, than the rent paid by him to the Corporation, the Executive Council shall immediately, upon proof of such fact, increase the rental charged against such land to the amount so charged, or sought to be charged.

7. Nothing shall be construed to invalidate the Corporation's right of eminent domain. In all leases of land the Corporation shall reserve the right to resume possession of the same for public purposes, on payment of all damage sustained by the lessee thereby, to be determined by three appraisers, one to be chosen by the board of trustees, one by the lessee, and the third by these two.

CONSTITUTION

ARTICLE IX: FINANCIAL.

1. To provide its members with a safe, adequate, and independent medium for effecting exchanges of property and services, the Corporation may issue its non-interest-bearing obligations, which shall be receivable by it at their face value in full payment of all its demands.

2. These obligations may be issued for all expenses of the public service, but no more shall be issued for such public services during any year than the estimated revenue available during said year for such purpose.

ARTICLE X: PUBLIC UTILITIES.

No private franchise for the supplying of its members with such public necessities as water, light, heat, power, transportation facilities, irrigating systems, etc., shall ever be granted by the Corporation, but it shall, as soon as practicable, erect and maintain the necessary plants, and perform such services, converting all revenues therefrom into the general treasury of the Corporation.

ARTICLE XI: INSURANCE.

Recognizing insurance as a proper department of public business, the Corporation will provide for the insurance of its members and their property when desired at approximate cost of service.

ARTICLE XII: PARKS, LIBRARIES, ETC.

Ample provision shall be made in platting the lands of the Corporation for land for parks and all other public purposes, and as rapidly as may be, lands thus intended shall be improved and beautified, and schools, libraries, public halls, natatoriums, etc., established and maintained at the expense of the Corporation for the free use and enjoyment of the members and their families.

ARTICLE XIII: NO TAXATION.

No taxes or charges of any kind other than heretofore provided for shall be levied by the Corporation upon the property or persons of its members.

ARTICLE XIV: PAYMENT OF TAXES.

All taxes levied by the state, county, or township on the property of the Corporation or any of its members, held within its jurisdiction, moneys and credits excepted, shall be paid out of the general fund of the Corporation.

ARTICLE XV: MAY DEAL WITH NON-MEMBERS.

Lands not desired for use by members may be leased to non-members, and any services which the Corporation may undertake to perform for its members may be performed also for non-members, at the discretion of the Executive Council, on such terms as it may provide.

ARTICLE XVI: INDIVIDUAL FREEDOM.

The natural rights of the members to absolute freedom in production, exchange, associations, beliefs, and worship shall never be abrogated or impaired by the Corporation, and the only limit to the exercise of the will of individuals shall be the equal rights of all others.

ARTICLE XVII: NO INDEBTEDNESS.

No bonds or mortgages or interest-bearing indebtedness of any kind, shall ever be given or assumed by the Corporation.

FAIRHOPE

APPLICATION FOR MEMBERSHIP

To Executive Council of Fairhope Single Tax Corporation:

Having carefully read your constitution, heartily approving of same and desiring to participate in the work you are doing, I hereby make application for membership in your Corporation.

I particularly state that I understand and approve of your policy of collecting from holders of your land the full annual rental value of their holdings, and, in consideration thereof, assuming the payment of all taxes assessed upon their improvements and personal property thereon (monies and credits excepted); and,

That I understand and agree that the certificate of membership I will receive, if accepted, will not entitle me to any dividends or profits from the operations of the Corporation and shall be transferable only with the consent of the Corporation and to persons acceptable as members.

Further: I hereby pledge on my honor that I will not, if a lessee, charge nor accept from anyone a "bonus" for the transfer of my leasehold in unimproved condition, nor an excessive price, out of any fair relation to the value of the improvements, for the transfer of the same with improvements thereon. Also that I will not, while a member, buy any land for sale at a profit, in the near vicinity of the Colony. And I agree that the establishment of the fact of my violation of these conditions shall be cause for the forfeiture of my membership and without repayment of the membership fee.

MEMORANDA

Member of what trade or reform organization?

Read Henry George's works? Which?

References to my standing as a man and Single Tazer:

Name

Address

Date of Application

Date of Acceptance

Payment with Application \$.....

LEASE

**This Lease, MADE THIS.....DAY OF....., 19...., BY AND BETWEEN
FAIRHOPE SINGLE TAX CORPORATION, OF FAIRHOPE, BALDWIN COUNTY, ALABAMA, AND.....**

OF....., HEREINAFTER DESIGNATED AS THE LESSEE.

WITNESSETH: THAT THE SAID FAIRHOPE SINGLE TAX CORPORATION, FOR AND IN CONSIDERATION OF THE ANNUAL RENTALS AND COVENANTS HEREINAFTER MENTIONED, HAS THIS DAY LEASED TO AN SAID LESSEE TAKEN POSSESSION OF THE FOLLOWING DESCRIBED PORTION OF LAND TO WIT:.....

....., SECTION....., TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY ALABAMA, FOR THE TERM OF NINETY-NINE YEARS FROM THIS DATE UPON THE FOLLOWING TERMS TO WIT:

And the representations and agreements of lessee in his application made for the land described which are made a part of this lease contract as fully as if set forth therein.

(1) The said lessee, his heirs or successors, shall pay to the said Fairhope Single Tax Corporation, its successors or assigns, in equal payments, on the first days of January and July of each year, the annual rental value of said land, exclusive of his improvements there to be determined by the said Corporation through its Executive Council or Board of Directors, under its avowed principle of so fixing the rentals of its lands as to equalize the varying advantages of location and natural qualities of different tracts and convert into the treasury of the Corporation for the common benefit of its lessees, all values attaching to such lands, exclusive of improvements thereon. And the said lessee, for himself and his heirs, hereby expressly agrees that the said annual rent shall be determined by the said Corporation upon the principle just stated, and shall be expended by said Corporation, subject to the conditions hereinafter stated.

(2) The land herein leased shall be used for such purposes only as may not be physically or morally offensive to a majority of the resident members of the Fairhope Single Tax Corporation, and the lessee shall be subject to such reasonable sanitary regulations as may be imposed by the Executive Council or Superintendent of Public Health of said Corporation.

(3) In consideration of the payment of the rents herein provided for, the Fairhope Single Tax Corporation agrees with the said lessee to pay all taxes levied by county and state upon the land herein described and on receipt of the County Treasurer's receipt for taxes paid by him upon the improvements and other personal property held upon such lands—monies and credits excepted—to give him a certificate equivalent amount, receivable from lessee at its face value on rent, or in the discharge of any indebtedness to the Corporation. Provided that said lessee will appoint whomsoever may be designated by the Corporation as his agent to return his property for taxation, where permitted by law so to do; and that in no event shall the Corporation be bound to pay taxes on any more than the fair valuation of the property, on the basis required by law.

(4) And the said Fairhope Single Tax Corporation further agrees in consideration of the covenants of the said lessee herewith evidenced that no part of the rents paid by him upon the land herewith leased, shall be appropriated as dividends to its members or any other persons, but that all shall be administered as a trust fund for the equal benefit of those leasing its lands.

(5) And the said Corporation still further agrees, that in the distribution of the benefits which its purpose is to secure for resident upon its lands, no distinction shall be made between individuals, whether members of the corporation or not, but that with the exception the right of members as participants in the government of the Corporation, all shall be treated with strict equality.

(6) It is agreed by the parties hereto, that time is of the essence of this contract. All rents not paid within ninety days of the time the same become due, shall be subject to a penalty of one per cent per month until paid; and the lessor shall have a prior lien on all improvements upon the land herein leased, to secure the payment of the rent and for the payment of all other indebtedness of any description whatsoever, by the lessee to the lessor. If the land leased be unimproved, or in the judgment of the Corporation the improvements there are not of sufficient value to secure the payment of the rent and cost of collecting same, then, in such event, all rights under this lease shall be subject to forfeiture without notice, after the rents shall have been due and unpaid for ninety days; and the improvements, if at all, shall revert to the lessor. Upon failure to pay the rents, or any portion thereof, for six months after the same become due, the lessor hereby authorizes to sell at public sale the improvements on any leasehold, for satisfaction of the amount due, after first giving ten days notice by one publication in some paper published at Fairhope, Alabama, the cost of such publication and the making of such sale to be paid with the rent out of the proceeds of such sale, and the remainder, if any, to be returned to the lessee or such other person as may be authorized to receive the same. The lessor, its agent or attorney, may conduct such sale; and the party so conducting the sale is authorized to make, in the name of the lessee, proper conveyance of the property so sold. The lessee hereby waives all right of exemption of any property as against the collection of any debt due under this contract. The sale of the improvements under legal process shall work a forfeiture of all rights under this lease.

(7) The Fairhope Single Tax Corporation agrees that in case of its dissolution, either by voluntary act of its members or otherwise, as the division of its assets among its members, the said lessee, if a member, shall be entitled to have the land herein described and leased—so much of it as he may designate—included in his portion, at its actual value at the time, exclusive of improvements thereon, and if it exceed in value such portion, to purchase the excess at such valuation. If not a member, the lessee may at such time acquire title to the land herein leased by paying to the Corporation its actual value exclusive of improvements upon it.

(8) The Fairhope Single Tax Corporation believes its title to the land herein leased to be good, and will use every proper means in its power to maintain the same; but it is distinctly understood that the Corporation, acting only with the benevolent purpose to secure land to administer it for the benefit of those who may desire its use, shall not be held liable for any losses resulting from defects in its title.

(9) The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described for public purposes only, on payment of the appraised value of the improvements thereon.

(10) Should it become necessary to determine the value of said land or of the improvements thereon, in compliance with the provisions of Sections 3, 7, or 9 of this lease, the same shall be determined by a board of arbitration, one to be chosen by the Fairhope Single Tax Corporation, one by the lessee, and a third by the two.

(11) This lease is assignable only to members of Fairhope Single Tax Corporation, or to persons acceptable to it. Assignments must be filed for record in the office of the Corporation, and the person to whom the assignment is made becomes the tenant of the Corporation. It is not the intent of this provision to interfere with the temporary sub-letting of this property or any portion of it.

(12) Surface rights only are hereby leased. All mineral rights are reserved by lessor.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE SET THEIR HANDS IN DUPLICATE, THIS.....

DAY OF.....191.....

BY ORDER EX. COUNCIL.....19..

FAIRHOPE SINGLE TAX CORPORATION

By.....President

.....Lessee

.....Secretary

FAIRHOPE

LIST OF MEMBERS OF FAIRHOPE SINGLE TAX CORPORATION

Anderson, Gilbert, 6118 Lawton Ave., Detroit, Mich.
Andrews, Don E., 509 W. 122nd St., New York City.
Andrews, Ella W., 509 W. 122nd St., New York City.
Atkinson, Richard L., Capon Springs, W. Va.
Bancroft, George M., Fairhope.
Bancroft, Delia K., Fairhope.
Berglin, A. O., Fairhope. Tel. 1162.
Berglin, Eva, Fairhope. Tel. 1162.
Bostedo, L. G., cor. Adams St. and Weenonah Ave., Oak Park, Ill.
Bostedo, Elnora F., cor. Adams St. and Weenonah Ave., Oak Park, Ill.
Bowen, M. A., Fairhope. Tel. 1164.
Bowen, Mrs. M. A., Fairhope. Tel. 1165.
Bowen, T. H., Fairhope. Tel. 196.
Bowen, Dollie, Fairhope. Tel. 196.
Braam, Jacob W., Findlay, Ill.
Braam, Abbie M., Findlay, Ill.
Brown, Frank L., Fairhope. Tel. 1314.
Brown, Minnie H., Fairhope. Tel. 1314.
Call, William, Fairhope.
Call, Anne B., Fairhope.
Call, Helen, Fairhope.
Campbell, Joseph C., 900 Washington St., Rochester, Pa.
Coates, Walter, 14 Buckingham St., Strand, London, W. C. 2, England.
Comings, Mrs. L. J. N., Fairhope. Tel. 485.
Coleman, C. L., Fairhope.
Coleman, Sarah L., Fairhope.
Connolly, R. E. L., Fairhope.
Connolly, Mrs. Emma F., Fairhope.
Craig, Thomas P., 483 Prescott St., care of George Sinton, Pasadena, Cal.
Cross, Eloise L., Fairhope. Tel. 1292.
Cross, J. R., Fairhope. Tel. 1292.
Christopher, Alice H., Fairhope and 1140 Columbus Ave., Boston, Mass.
Christopher, Joseph, Fairhope and 1140 Columbus Ave., Boston, Mass.
Cohen, E. Yancey, Fairhope and care of A. F. DuCret & Co., New York City.
Cohen, Isabel H., Fairhope and care of A. F. DuCret & Co., New York City.
Curtis, Daphne L. E., Fairhope and Woodward, Ala. Tel. 1135.
Curtis, Frank E., Fairhope and Woodward, Ala. Tel. 1135.
duChoine, Mrs. Kath. I., Fairhope. Tel. 1333.
duChoine, V. E., Fairhope. Tel. 1333.
Dyson, Marmaduke, Fairhope. Tel. 1354.
Dyson, Margaret, Fairhope. Tel. 1354.
Darrow, C. A., Fairhope.
Eckert, Chas. R., Beaver, Pa.
Edgerton, William, Fairhope. Tel. 1243.
Edwards, Willard Hemenway, Fairhope. Tel. 1224.
Edwards, Helen M., Fairhope. Tel. 1224.
Foord, Chas. C., 4513 No. Campbell Ave., Ravenswood, Chicago, Ill.
Gaston, E. B., Fairhope. Tel. office 1152, house 1153.

FAIRHOPE

Gaston, Clara M., Fairhope. Tel. 1153.
 Gaston, James E., Fairhope. Tel. office 1272, house 1155.
 Gaston, Olive W., Fairhope. Tel. 1155.
 Hall, Bolton, 2 E. 23rd St., New York City.
 Hall, Mrs. I. S., 2 E. 23rd St., New York City.
 Hail, Anna B., Baldwin Park, Cal.
 Higgins, F. L., Fairhope. Tel. 489.
 Higgins, Amanda, Fairhope. Tel. 489.
 Howarth, John B., P. O. Box 210, Birmingham, Oakland Co., Mich.
 Hopping, G. L., Fairhope.
 Hopping, Mrs. G. L., Fairhope.
 Hussey, Dr. Mary, 294 Fourth Ave., East Orange, N. J.
 Johnson, Axil, Fairhope. Tel. 1132.
 Johnson, Nettie F., Fairhope. Tel. 1132.
 Johnson, Marietta L., Fairhope, and Edgewood School, Greenwich, Conn
 Knips, Emil, Fairhope.
 Lorenzen, J. C., Fairhope. Tel. 166.
 Lorenzen, Rose E., Fairhope. Tel. 166.
 Lyon, T. P., Fairhope.
 Mallory, F. H., Fairhope.
 Mallory, Mary E., Fairhope.
 Mann, Agnes R., 710 No. A St., Arkansas City, Kans.
 Mann, L. C., 710 No. A St., Arkansas City, Kans.
 Mann, S. E., Gladbrook, Iowa.
 Mann, Mrs. S. E., Gladbrook, Iowa.
 Mann, T. E., Gladbrook, Iowa.
 Mann, Mrs. T. E., Gladbrook, Iowa.
 McCarthy, Mary, Fairhope.
 McClintock, Mrs. V. S., Fairhope. Tel. 1192.
 McConnel, W. G., Fairhope. Tel. 532.
 Melville, Alex. J., Fairhope.
 Mershon, Arthur H., Fairhope. Tel. 1353.
 Mershon, Almeda W., Fairhope. Tel. 1353.
 Mershon, Nathaniel, Fairhope.
 Moore, Marie B., Unknown.
 Nesbit, C. F., Washington, D. C.
 Nichols, Paul, 317 Home Insurance Bldg., Little Rock, Ark.
 Nichols, Mrs. Paul, 317 Home Insurance Bldg., Little Rock, Ark.
 Noren, H. W., 546 Greenfield Ave., Pittsburgh, Pa.
 Parker, H. H., Fairhope.
 Paton, J. S., Unknown.
 Patterson, John A., Fairhope.
 Patterson, Mrs. John A., Fairhope.
 Payne, Isabelle G., Fairhope.
 Powell, R. F., Fairhope.
 Powell, Laura A., Fairhope.
 Preston, Mrs. Ivy L., 155 So. Conception St., Mobile, Ala.
 Reitz, Jacob, 4116 Park Ave., Chicago, Ill.
 Reitz, Eliz. C., 4116 Park Ave., Chicago, Ill.
 Roberts, Ed. J., Fairhope. Tel. 1324.
 Roberts, Mildred, Fairhope. Tel. 1324.

APPLICATION FOR LAND

Robinson, Lona Ingham, 707 San Fernando Bldg., Los Angeles, Cal.
Rockwell, Franklin, Fairhope. Tel. 4710.
Rockwell, Helen Belle, Fairhope.
Rockwell, Nelson, Fairhope.
Rockwell, Reuben L., Fairhope. Tel. 475.
Rusby, George L., Towaco, N. J.
Schalkenbach, Alfred E., 99-25 212th St., Queen's Village, L. I.
Schermerhorn, Mrs. Floy Mann, Gladbrook, Ia.
Schmidt, Hans, 4028 Kenmore Ave., Chicago, Ill.
Schmidt, Mrs. H., 4028 Kenmore Ave., Chicago, Ill.
Smith, Marion, Fairhope.
Smith, Alice, Fairhope.
Smith, Bolton, Box 1008, Memphis, Tenn.
Smith, Grace C., Memphis, Tenn.
Stimpson, Alice, Fairhope. Tel. 1313.
Stimpson, Jesse, Fairhope. Tel. 1313.
Swackhamer, Mrs. A. D., 110 Palisade Ave., Leonia, N. J.
Thornton, George H., Fairhope.
Thornton, Florence A., Fairhope.
Trenholme, A. K., 1111 Division St., Portland, Ore.
Trenholme, Mrs. A. K., 1111 Division St., Portland, Ore.
Troyer, A. M., Fairhope. Tel. 1234.
Troyer, Elva Dempster, Fairhope. Tel. 1234.
Warren, Fiske, Tahanto, Harvard, Mass.
Warren, Gretchen Osgood, Tahanto, Harvard, Mass.
Watros, M. V., Fairhope.
Wheeler, Dewey, Fairhope.
Whittier, A. N., Fairhope. Tel. 1182.
Whittier, Carrie O., Fairhope. Tel. 1327.
Wilmons, Mrs. Hetty B., Fairhope.
Winberg, Mrs. Anna, Fairhope. Tel. 1352.
Winberg, Lawrence, Fairhope.
Winberg, Dr. O. F. E., Silverhill, Ala.
Wolcott, —, Fairhope. Tel. 1187.
Wolcott, E. C., Fairhope.
Wolcott, Lenore M., Fairhope.
Wolf, Mrs. Ada M., Care of P. Y. Albright, Oakland, Cal.
Wood, Dr. George H., 6017 Bush St., Detroit, Mich.
Worcester, J. T., Fairhope.

APPLICATION FOR LAND

of FAIRHOPE SINGLE TAX CORPORATION

To the Executive Council

Fairhope Single Tax Corporation

I, the undersigned, hereby make application for lease of

.....
upon the terms and conditions set forth in the leases given by you and the further stipulation set forth in this application, which are hereby made a part of my lease contract as fully as if printed in the lease.

FAIRHOPE

I make this application with the full knowledge that I will be required to pay your Corporation the full rental value of the land exclusive of my improvements thereon. I understand that the rental value will increase as demand for the land increases, whatever the cause; that said value will be determined by the Corporation in the manner set forth in its constitution and lease contracts; that out of the land rentals the corporation will pay the state and county taxes on the land, improvements and personal property of its lessees held thereon, moneys and credits excepted; and that the balance will be spent for the public good as provided in its constitution.

I further particularly state that I understand the purpose of the Single Tax Corporation to be to prevent anyone profiting from the holding of its land, other than by the bona fide use of the same, and respecting this purpose, of which I am beneficiary, in the Corporation making land available to me without any purchase price and recognizing further that it is to my interest that what is commonly known as "land speculation" shall be kept out of the "Single Tax Colony" conducted by the Corporation, so that rents assessed against me shall not be affected by an artificial demand for land not for use, but for resale at a profit, I agree that I will neither ask nor accept a "bonus" for transfer of an unimproved leasehold and that the proved attempt to do so shall be cause for forfeiture of my lease to such unimproved land, nor will I charge an excessive price, out of any fair relation to the value of my improvements for transfer of an improved leasehold; and, recognizing that in the sale of an improved leasehold there are necessarily two factors of value, one the improvements which are my property and the other the land upon which the same stand, which is not my property but the property of the Corporation, I agree to advise the Corporation, before a transfer of an improved leasehold shall be effective of the exact consideration for the transaction and that the Corporation, if it believes the consideration to include in fact a profit for the transfer of the land which belongs to it, shall be entitled to examine me and the prospective purchaser as to the elements of value in the consideration and if satisfied that the consideration is in part for the possession of the land above the value of the improvements, may refuse approval of the transfer; in which event I shall be entitled to call for an appraisal of the value of my improvements by three disinterested persons, myself and the Corporation each choosing one out of three persons named by the other and the third being selected by the two; and the Corporation shall be required to approve the transfer at such consideration as the arbitrators shall find to be the real value of my property if accepted by me; it being understood and agreed that every factor of value attaching to the premises proposed to be transferred due to my efforts or expenditures, or in any way to my initiative which is transferable, such as the good will of a going business, the exercise of taste in planning improvements or the making of grounds attractive, or the element of time and care in growing an orchard or shade trees, or making land more productive by improved methods of farming, or increment of value due to increasing cost of building, shall be held to inure to me as fully as tangible structures upon the land; the purpose being to protect the user and improver of land in the full ownership and right of transference of everything due to him, but to preserve to the Corporation all value due to demand for the land exclusive of improvements.

I have read your constitution and pledge myself that while I hold lease of Fairhope land I will not oppose the full application of the principles set forth therein.

Respectfully yours,

FAIRHOPE

**NOTE USED BY THE BANK OF FAIRHOPE IN CASE OF LOANS
WITH LEASEHOLDS AS SECURITY**

\$..... **FAIRHOPE, ALA.,**.....192.....
..... **AFTER DATE, WITHOUT GRACE,**
PROMISE TO PAY TO THE ORDER OF.....
.....**DOLLARS**

FOR VALUE RECEIVED, PAYABLE AT THE BANK OF FAIRHOPE, Fairhope, Ala.,

To secure the payment of this bond, or note, and any other debt we, or either of us, now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to wit:

.....
.....
.....
.....
.....
.....

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract, said payee or assigns is hereby authorized to bid for, and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

ATTEST.....(L. S.)
.....(L. S.)

FAIRHOPE

COMPUTATION OF THE TRUE ECONOMIC RENT

(The governmental figures hereunder, as obtainable, are for the year 1926)

Rent of Fairhope, \$36,229 ÷ 1,500 (estimated population)		\$24.15
United States:		
Internal revenue	\$2,836,772M	
Customs	579,717M	
	<u>\$3,416,489M</u>	
3,416,489M ÷ 118,857M (population of U. S.)		\$28.74
Alabama:		
Taxes received from Counties	\$ 6,939M	
Motor vehicles and chauffeur licenses	2,251M	
	<u>\$ 9,190M</u>	
9,190M ÷ 2,526M (population of Alabama)		3.64
Town of Fairhope:		
Levy on lessees	\$14,777	
Levy on Single Tax Corporation	1,573	
	<u>\$16,350</u>	
16,350 ÷ 1,500		10.81
		<u>\$43.19</u>
		\$67.34
Less taxes:		
Levied on Corporation	\$ 1,573	
Refunded by Corporation	14,777	
	<u>\$16,350</u>	
16,350 ÷ 1,500		10.81
		<u>\$56.53</u>
\$10.81 is 25 per cent of \$43.19, which means that the Trustees assume 25 per cent of the total taxes		
If higher prices equal four times the customs, then add		
2,318,868M ÷ 118,857M		19.51
True economic rent		<u>\$76.04</u>
The true economic rent may also be computed as follows:		
Per capita federal taxes:		
Internal revenue	\$23.86	
Customs	4.88	
	<u>\$28.74</u>	
Per capita Alabama tax		3.64
Per capita Fairhope tax		10.81
Levy by Fairhope Single Tax Corporation		<u>24.15</u>
		\$67.34

COMPUTATION OF TRUE ECONOMIC RENT

Less taxes refunded and levied on Corporation	<u>10.81</u>
	\$56.53
Allowance for higher prices as above	<u>19.51</u>
	\$76.04

The economic rent, estimated on the basis of a hectare, is \$35.39; on the basis of an acre, \$14.57.

ARDEN.

Of the seven enclaves in the United States, Arden in Delaware ranks next to Fairhope in importance and in age. It is located six miles north of Wilmington and 19 miles south of Philadelphia, being five-eighths of a mile from the station on the Baltimore and Ohio Railroad now called Harvey. It had its beginning in 1900, when Frank Stephens and William Price, who were seeking a site for a village colony, bought 162 acres of land, partly encircled by a beautiful creek. Delaware River is visible from Arden, the highest land in the state being a half mile to the west. The purchase price of land and buildings was \$9,000, of which \$2,500 was paid in cash and the balance by mortgage, subsequently taken up by Joseph Fels. This mortgage was made to apply to only 70 acres (woodland) out of the 162, leaving all the part now built upon free from encumbrance. Price and Stephens considered that the \$2,500 represented the value of the buildings, thus making the value of the land itself \$6,500.

"For the first five years," to quote from the booklet of Arden, "the reward won by the pioneers was very meagre. The community did little more than vegetate and hold its own. But in 1905 the boom began, and in 1906 the Inn was established on a firm basis, and homes sprang up in all directions. To this activity the panic of 1907 produced only a temporary setback. In 1908 the growth of Arden went on apace, and on August 1, 1909, every foot of open ground had a leaseholder, and many applications could not be filled."

At the present time there are 141 leaseholds and 135 dwellings. Many of the latter are substantially built and intended for permanent use, while others are bungalows suitable for summer occupation only. Other buildings are a mushroom plant, pumping station, clubhouse, several stores of different kinds, including a grocery, soft drink, candy and ice cream stand, salesroom for Arden irons, craft products, weaving products, etc., and two inns. The summer residents number 402 and the winter residents 192. All the land which is divided into leaseholds (about 80 acres) is under lease. There are approximately 92 acres of woodland, parks, roads, etc. The valuation of the real estate as fixed by the county Board of Assessment in 1927 is \$283,325, land \$46,600 and buildings \$236,725. The rents as collected vary from \$47 to \$108 per acre. The amounts of the annual rentals are determined by the use of the Somers System developed to meet local conditions, Arden being the first of the enclaves to employ that system. As used at Arden it in-

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cludes the basic principle of the Somers System, namely, that of a land unit, the expression of judgment of values as compared with that unit, and submission to community opinion of relative values.

"The trustees of Arden hold the title to the land and represent the community before the law. They pay all the state and local taxes and the expenses of the trust, and then turn the balance over to the community, which elects three townsmen and seven assessors by the Hare System, a clerk and an accountant. The money so turned over is to be applied 'to such common uses desired by a majority of the residents as, in the judgment of the trustees, are properly public, in that they cannot be left to individuals without giving one an advantage over others'. The townsmen have authority, subject to the control by the general meetings, and serve until their successors are chosen, the election being always for the full board, the same being true of the assessors. Thus, in the part administered by the townsmen, Arden exemplifies a thoroughly representative yet democratic system."

The prospectus sets forth the following claims:

"Arden village has a land system recognizing the common right of all to the use of the earth; has a tax system which does not fine labor and thrift or encourage land speculation and monopoly; has a scientific plan of assessment based upon the Somers System, with publication of assessments; has had equal suffrage since its foundation . . . ; is the first community in the United States to establish a Raiffeisen banking system based on character, not 'collateral'; has never issued bonds, granted an exclusive privilege, or had a public debt, except for a part of the original purchase price of the land; acts on a definitely stated principle as to the functions of government and the rights of individuals, that the government should do nothing which an individual can do without the power of government."

The water supply of the village is under private control, the Arden Water Company, incorporated, being an independent concern to which the community as such contributes nothing. It was organized in 1913, and was financed by the sale of stock among the leaseholders interested. Regular quarterly dividends of one and a half per cent have been paid since 1922 until October 1, 1927, when they were suspended because a succession of heavy expenses had depleted the surplus of the Company. It has about two and a half miles of mains, which serve 126 customers, the service being metered. The water is drawn from springs, a deep well and a filtration plant connected with Naaman's Creek. The latter source, the one most recently used, is thought

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adequate for all future needs. A chloro-meter apparatus eliminates possibility of contagion. Marsh Road, which passes the pumping plant, has been made into a fine concrete road, running from Penny Hill on the outskirts of Wilmington to Naaman's Creek on the road to Chester. The plant is now on a well travelled thoroughfare, the road being like that of the best type of construction in Delaware. There is a basic rate of \$30 per year for each service, plus a consumption charge of \$1.00 per thousand gallons. Bills are payable quarterly, subject to a discount of ten per cent for prompt payment. Beginning in 1920 the Company has paid annual dividends at the rate of six per cent. Providing funds to extend the plant is something of a problem, money for that purpose at present being taken from revenue and not from the sale of stocks or bonds. Work on the mill dam has been completed. There is a slow but steady increase in the number of consumers both in Arden and Ardentown. In November, 1927, there were 103 consumers in Arden and 23 in Ardentown. Last year a new three-inch main, about 640 feet in length, was installed in Ardentown. Four-inch pipe has been purchased for replacing in the spring of 1928 about 800 feet of a smaller and now inadequate main.

The officers of the Water Company are as follows: William Worthington, Jr., President; George L. Whitehead, Vice-President; Charles W. Pettit, Secretary-Treasurer; Alan Farmer, Working Manager. The Directors are: A. E. Bosse, Alan Farmer, George T. Morley, Charles W. Pettit, Frederic Remington, L. B. Ware, George L. Whitehead, R. P. Woolery, William Worthington, Jr.

The Arden Club is a unique organization, which plays an important part in the social and cultural life of Arden. Anyone residing regularly within the village may become a member without election, simply by paying the annual dues. These are \$6 for persons over sixteen years of age; \$2 for persons from twelve to sixteen years; and fifty cents for children under twelve years. There are about 250 members divided among the three classes just referred to. Most of the members reside in Arden, some in Ardentown and a few in Wilmington and Philadelphia. The greater part of the social life of the enclave is organized and managed by the Club. Groups of members interested in special phases of work have formed themselves into gilds, which carry on the many activities. At present there are six such gilds, as follows:

The Athletes' Gild, Sylvan D. Levy, Gildmaster, supervising the many sports engaged in by the people;

The Folk Gild, having in charge the Saturday dances, the Sunday

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camp fires, chess tournaments and other similar good times; not functioning at present;

The Housewives' Gild, which cares for those matters particularly related to the women folk, and each week throughout the winter provides the Club suppers, where all the folk may eat together and enjoy one of the finest examples of co-operative social service; has no Gildmaster, but a new chairman at each monthly meeting;

The Musicians' Gild, Mrs. Margaret E. Broadbent, Gildmaster, which has charge of all things pertaining to music—the weekly vesper music each Sunday in summer, the choral singing, the several concerts, etc.;

The Players' Gild, Edwin S. Ross, Jr., Gildmaster, which has to do with all things theatrical—the weekly Shakespearean plays in the open-air theatre during the summer months and the other plays and pageants;

The Scholars' Gild, Frank Stephens, Gildmaster, which has study groups, classes in economics and Esperanto, and arranges meetings for speakers on live social questions from time to time.

During recent years the Club has expended in the vicinity of \$15,000 in making extensive improvements, chiefly by way of enlarging and equipping the Gild Hall. Decoration of the Lower Hall is now in progress. All obligations incurred in 1926 have been paid; debts due to the building program have been reduced; no new loans or obligations have been assumed; and expenditures have been kept strictly within the limits of cash on hand.

The officers of the Arden Club are: I. B. Finkelstein, President; George L. Whitehead, Secretary; Emanuel Gerstine, Treasurer. The Directors are the above-named officers and Samuel Altman, Aaron S. Belber, Rae Borowsky, Mrs. Rosalie Cole, John D. Gordon, Sylvan D. Levy.

The founders of Arden had as their aim not only the building of a small working model of the Single Tax, but likewise the development upon such a foundation (the only kind upon which they were convinced it could truly grow and thrive) of a real living handicraft movement, which should become a vital part of, and an influence in, the community. In the early days of the enclave little was done to realize this secondary dream, but small beginnings were made from time to time. In 1913 impetus was given to the craft movement by the building of a large craft shop by two craft workers, who aimed not only to provide suitable quarters for their own crafts, but also to make available workshops for other craftsmen who might care to rent them.

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Since then the craft movement in Arden has been steadily, though slowly, growing. The following craft organizations are in active operation, the Smithy having been closed: the Weaving Shop, where beautiful woven goods, used mainly for sport clothes, curtains, draperies and scarfs, are made on simple hand looms; and the Roberts Studio, which produces an extensive series of the highest grade of hand-colored greeting cards. The Humpty Dumpty Shop sells chiefly antiques, small gifts and painted articles. A business in interior decorating is done by Noyes & Co. The Arden Nurseries, run by Guy Nearing, raises hardy trees and plants and does landscape gardening. There is a Print Shop which does commercial and job printing. Earl Brooks, photographer, occupies the top studio of the craft shop.

A notable feature of Arden is the Raiffeisen Guild, organized in April, 1911. Its object is to lend money to its members on no other collateral than the personal character of the borrower and of the sureties in the community. It has never met with any loss, and every indebtedness has been paid when due. The loans are made on the annuity plan (for \$100 lent \$4.00 a month being paid for 29 months), yielding twelve per cent. The Clerk is Frank Stephens. The Council consists of William Worthington, Jr., Gildmaster, Emanuel Gerstein, M. Newcombe, H. D. Ware, R. P. Woolery. The Auditors are A. E. Bosse, Frank Lincoln, Winthrop B. Wood.¹

The Arden Building and Loan Association was organized in January, 1918, being incorporated under the laws of the State of Delaware. The purpose of the Association is two-fold; first, to enable its stockholders to save money, and second, to give them financial assistance in buying or building a house or a place of business.²

Inasmuch as, under the Delaware law, a leasehold is a chattel, and a mortgage on chattels can run for only five years, this difficulty is met by the Association taking from the borrower an absolute transfer of his leasehold and the improvements thereon, giving him an agreement to re-transfer the same to him when the loan has been fully paid.

Up to July 1, 1926, 1225 shares of stock had been issued to 143 shareholders; 72 mortgage loans totaling \$66,414.39 and 53 stock loans totaling \$10,137.02 had been granted and issued. Seven mortgage

¹ For fuller account see Second Annual Volume of *Enclaves of Single Tax or Economic Rent*, pages 60-62.

² For details of the mode of operation, which in general resembles that of other Building and Loan Associations and of Co-operative Banks, see Volume III of *Enclaves of Economic Rent*, pp. 85, 86.

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loans amounting to \$12,100, and seventeen stock loans amounting to \$1,510, have been repaid.

The only salaried officer is the secretary, who receives 10 cents per share, per annum, for his services. The solicitor is paid by the borrower a small fee for drawing up the legal papers. The treasurer is under adequate bond in a standard bonding company.

The Directors of the Building and Loan Association are Herbert W. Mason, President; George H. Hallett, Vice-President; Matthew Taplinger, Secretary; M. Harry Hoeffler, Treasurer; Matthew Taplinger, Solicitor; George Bigley, Emma Deweis, Carl B. Eisenmenger, John D. Gordon, George Hallett, Charles W. Pettit, William Worthington, Jr.

In the year 1921 the Trustees of Arden, to protect the swimming pool, hired a strip of 25 feet on the side opposite Arden, at an annual rental of \$50. This transaction, though unimportant in a financial sense, is noteworthy as being the first case of hiring land that has come to our attention in connection with any enclave. It appears to be justified under the clause of the deed of trust concerning common uses, as would also have been a purchase of the title.

The Trustees charge one-half of one per cent a month on unpaid balances of rents due March 25 in advance which are still unpaid by April 1. They also charge one and one-half per cent a month on the same unpaid balances, to cover the cost of bookkeeping, accounting, etc. This makes a total charge of two per cent.

During 1925 Marsh Road was repaved from Grubbs Corner to the Philadelphia and Wilmington Pike, lessening the driving time from Arden to Wilmington by five or ten minutes; a new Tennis Club has been organized, subsidiary to the Arden Club, and a first-class tennis court has been constructed; about \$2,000 has been spent in improving the Swimming Pool. The lines of the Philadelphia and Wilmington Traction Company, which furnishes light and power in the district, have been extended into Arden and supply electric current. About one hundred houses in Arden are wired.

Many banks refuse to lend money when the buildings located on land under lease are the security; but the Security Trust and Safe Deposit Company of Wilmington has made loans in two instances, and the Claymont Trust Company in one instance, to lessees of Arden on such security.

A public school in Arden is maintained by the State. In 1924 about 200,000 square feet of land was taken by the local government, subject to a clause of reverter, on which a schoolhouse has been built,—a portable building with a stone foundation.

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The list of officials of Arden follows:

TRUSTEES:

Frank Stephens, *chairman*
H. D. Ware
W. P. Worthington

SECRETARY TO THE TRUSTEES:

Charles W. Pettit

BOARD OF TOWNSMEN:

Arthur M. Dewees, *chairman*
John D. Gordon
Sylvan N. Levy

TOWN CLERK:

George C. Morley

ACCOUNTANT:

William Canby Ferris

BOARD OF ASSESSORS:

George L. Whitehead, *chairman*
Henry W. Hetzel, *secretary*
C. B. Austin
John D. Gordon
William A. Roberts
F. W. Whiteside
Winthrop B. Wood

REGISTRATION BOARD:

Arthur M. Dewees
Russell Ramsey

Robert P. Woolery

FIRE COMMITTEE:

H. D. Ware, *chairman*
Earl Broadbent
Robert E. Pyle
Donald Stephens
William P. Worthington

FORESTRY COMMITTEE:

Arthur M. Dewees, *chairman*
Frank E. Harrison
Robert P. Woolery

LANDSCAPE COMMITTEE:

H. M. Hoeffler, *chairman*
Frank Stephens

SANITATION COMMITTEE:

E. E. Moore, *chairman*
Joseph E. Cohen
Mary A. Hoeffler
Howard Jones
Jay M. Kyle
Marguerite Wood

SCHOOL COMMITTEE:

George H. Hallet, *chairman*
George C. Morley
Mrs. R. E. Pyle

The only salaried officials are the Town Clerk and the Town Accountant, who each receive \$15.00 per month.

The following figures show the growth of Arden since 1911, earlier date being unobtainable:

<i>Year</i>	<i>Acres</i>	<i>Hectares</i>	<i>Actual</i>	<i>Gross Rent Basis of 1913¹</i>
1911	162	66	\$ 908	\$ 908
1912	162	66	1,632	1,736
1913	162	66	1,634	1,618
1914	162	66	1,953	1,953
1915	162	66	2,213	2,258
1916	162	66	2,561	2,536
1917	162	66	2,695	2,122
1918	162	66	2,573	1,454
1919	162	66	2,757	1,421
1920	162	66	3,164	1,536
1921	162	66	3,570	1,580
1922	162	66	3,578	2,434

FINANCIAL STATEMENT, ARDEN TRUST

1923	162	66	5,685	3,815
1924	162	66	5,825	3,782
1925	162	66	8,122	5,415
1926	162	66	7,522	4,731
1927	162 ²	66	8,761 ⁴	5,802

For ratio of rents collected to real estate and taxes, see Appendix II.

¹ This column gives rent in terms of the value of a dollar in 1913. See Appendix I.

² This acreage includes the reversionary interest in land (about 4.6 acres) taken by the local government for school purposes.

³ Includes previously unpaid 1924 and 1925 rents (656) and prepaid 1927 rents (1594).

⁴ Includes previously unpaid 1926 rents (58) and prepaid 1923 rents (1581).

FINANCIAL STATEMENT OF THE ARDEN TRUST

March 25, 1926-March 24, 1927

1. Land Rents for 1926-7

Land rents for year March 25, 1926, to March 24, 1927, due March 25, 1926, per rent list.....	\$ 7,251.43
Plus land rentals for portion of year ending March 24, 1927, due during 1926, new leaseholds.....	159.33
	<u>\$ 7,410.76</u>
Less: Credits, account of over payments, 1925-6	\$ 5.68
Overcharges adjusted:	
L. K. Field.....	\$ 14.76
Erwin Rautenberg.....	13.74
	<u>28.50</u>
	<u>34.18</u>
Rents to be collected.....	\$ 7,376.58
Plus 2% interest and accounting charges per month:	
Interest on rents unpaid after April 5., 1926, @ 6% per annum.....	\$ 94.99
Accounting charges on same.....	284.97
	<u>379.96</u>
	<u>\$ 7,756.54</u>
Less interest and accounting charges charged off.....	1.26
TOTAL TO BE COLLECTED.....	\$ 7,755.28
CASH RECEIVED	
Rents.....	\$7,121.79
Interest and charges.....	281.97
	<u>\$ 7,403.76</u>
BALANCE.....	\$ 351.52

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Rents.....	\$ 254.79	
Less overpayments:		
Refunded in cash.....	\$ 2.68	
Credited, 1927-8.....	1.37	
	<u>4.05</u>	
Interest and charges.....	\$ 250.74	
	100.78	
		\$ 351.52
2. Miscellaneous Revenue		
Interest on deposits.....	\$ 18.20	
Interest on loans.....	70.74	
Damages from Highway Department.....	.06	
		89.00
3. Accounts for 1925-6 carried into 1926-7		
Balances due March 25, 1926:		
Rents.....	\$ 82.32	
Interest and charges.....	87.45	
		\$ 169.77
Plus 2% per month interest and accounting charges accrued between March 25, 1926, and March 24, 1927:		
Interest @ 5% per annum.....	\$ 1.86	
Accounting charges @ 18% per annum.....	5.60	
		7.46
BALANCE FORWARD—Total to be collected.....		177.23
Less: Rents charged off.....	\$ 26.36	
Interest and charges charged off	9.51	
		35.87
AMOUNT TO BE COLLECTED.....		\$ 141.36
Rents.....	\$ 55.48	
Interest and charges.....	85.40	
CASH RECEIVED.....		\$ 102.17
Rents.....	\$ 58.49	
Less (overpayment refunded).....	2.53	
Interest and charges.....	<u>43.68</u>	
BALANCE due from leaseholders; account of 1925-6 as at March 25th, 1927, interest and charges.....		39.19
4. Accounts for 1924-5 carried into 1926-7		
Balances due March 25, 1926:		
Rents.....	\$ 35.09	
Interest and charges.....	58.60	
		\$ 93.69
Plus 2% per month interest and accounting charges accrued between March 25, 1926, and March 24, 1927:		
Interest @ 6% per annum.....	\$ 2.13	
Accounting charges @ 18% per annum.....	6.38	
		8.51
TOTAL TO BE COLLECTED.....		102.20
Less adjustments; account of overcharges	\$ 21.30	

FINANCIAL STATEMENT, ARDEN TRUST

Charged off.....	.89	
		22.19
AMOUNT TO BE COLLECTED.....		\$ 80.01
CASH RECEIVED—Interest and charges.....		1.99
BALANCE.....		\$ 78.62
Due from leaseholders; account of 1924-5 as at March 24, 1927:		
Rents.....	\$ 35.09	
Interest and charges.....	43.53	
5. <i>Accounts for 1923-4 carried into 1926-7</i>		
Balances due March 25, 1926; interest and charges		\$ 43.07
Less adjustment account of overcharge.....		21.99
Balance to be collected.....		\$ 21.08
CASH RECEIVED—Interest and charges.....		11.87
BALANCE—Interest and charges due from leaseholders ac-		
count of 1923-4 carried into 1927-8.....		\$ 9.21
6. <i>Balance accounts for 1922-23 carried forward into 1926-7</i>		16.06
Charged off as uncollectible because no longer a leaseholder		16.06
7. <i>Rentals for 1927-8 prepaid; Cash received.....</i>		\$ 1,581.20
8. <i>Disbursements.....</i>		9,743.74
Cost payments		
Townsmen—for use of Ardenfolk.....	\$2,000.00	
Final payment on Fels mortgage.....	500.00	
County taxes.....	3,254.67	
Refund, account of school bonds.....	708.51	
Refund of auto taxes and licenses.....	259.36	
Secretary's salary.....	300.00	
Legal services.....	10.00	
Appraisal.....	25.00	
Surveying.....	122.00	
Printing.....	11.50	
Board of Assessors:		
Rent list.....	\$ 88.80	
Cut of map.....	31.00	
Service on rent list.....	49.24	
Multigraph notices.....	4.52	
		\$ 173.56
Postage.....		9.86
Miscellaneous.....		21.18
Abatement of income:		
L. M. Haines.....	\$ 18.91	
Arden Building and Loan Association..	7.60	
L. K. Field.....	40.00	
N. Rosensweet.....	22.49	
J. Mercellus.....	1.52	

TAHANTO

IN WITNESS WHEREOF, we, the said Lewis Jerome Johnson, William L. Price and Fiske Warren, have hereunto set our hands and seals this fifteenth day of April, A.D. 1912.

Lewis Jerome Johnson
William L. Price
Fiske Warren

IN WITNESS WHEREOF, we the said R. F. Alfred Hoernlé, Mortimer Phillips Mason and Fiske Warren, have hereunto set our hands and seals this third day of May, A.D. 1926.

R. F. Alfred Hoernlé
by M. Phillips Mason
{ under delegation of power dated February 25, 1926
Mortimer Phillips Mason
Fiske Warren
as trustees as aforesaid

And we the undersigned members of said Community of Tahanto, hereby assent to the foregoing amendment to said Declaration of Trust and hereunto set our hands.

Roland B. Dixon
Wilfred Parkinson
Ellen Parkinson
Dora Lozier
Samuel K. Lothrop
Rachel Lothrop
Mildred Cameron
his
Alexander X. Lozier
mark
Fred St. John
Perley St. John
Olive St. John
Walter A. Dickson
Mertis B. Dickson
Ruth C. Porter
Ellen P. Blodget

James Brough
William A. Briggs
Margaret G. Briggs
Philip E. Coyle
Edith W. Coyle
Alexander C. Lockhart
Louise M. Lockhart

Mrs. James Brough

Ruth Whitney de Langis
Harriet T. G. Whitney
Arthur de Langis
Philip O. Dickson
Jennie A. Dickson
Chester A. Porter
William C. Rugg
Alice L. Rugg

And we, the said Mortimer Phillips Mason and Fiske Warren, hereby certify that the above persons, viz.: Roland B. Dixon, Wilfred Parkinson, Ellen Parkinson, Dora Lozier, Samuel K. Lothrop, Rachel Lothrop, Mildred Cameron, Alexander X. Lozier, Fred St. John, Perley St. John, Olive St. John, Walter A. Dickson, Mertis B. Dickson, Ruth C. Porter, Ellen P. Blodget, James Brough, William A. Briggs, Margaret G. Briggs, Philip E. Coyle, Edith W. Coyle, Alexander C. Lockhart, Louise M. Lockhart, Mrs. James Brough, Ruth Whitney deLangis, Harriet T. G. Whitney, Arthur deLangis, Caroline I. Martens, Philip O. Dickson, Jennie A. Dickson, Chester A. Porter, William C. Rugg and Alice L. Rugg—

who have assented to the foregoing amendment, constitute a majority of the members of the Community of Tahanto at the present time.

Mortimer Phillips Mason
Fiske Warren

LEASE

Subscribed and sworn by Mortimer Phillips Mason this first day of June, A.D. 1926.

Before me,

Wm. H. Farrar,
Notary Public

My commission expires June 3rd, 1928.

Subscribed and sworn by Fiske Warren this 27th day of May, A.D. 1926.

Before me,

Juliet Everett Allen,
Notary Public

My commission expires Oct. 11, 1929.

LEASE

The Trustees of Tahanto, under declaration of trust dated April fifteenth, A.D. 1912, and recorded with Worcester County, Massachusetts, Deeds, Book 1992, Page 245, hereinafter called the Lessors, which expression shall include their successors in trust and assigns, wherever the context permits, hereby demise and lease unto of , hereinafter called the Lessee, which word and any pronoun referring thereto shall in this instrument be read as singular or plural according as at the time there is one Lessee or more, and shall wherever the context permits include the heirs, executors, administrators and assigns of the Lessee or Lessees, the following described parcel of land in Tahanto in the town of , in County, to wit:

TO HAVE AND TO HOLD to the said administrators and assigns, for the term of years, beginning A.D. 19..., upon the following terms and conditions: The Lessee by accepting this lease becomes a member of the Community of Tahanto and thereby accepts and covenants to be bound by its constitution and ordinances if and whenever there is an organized Community in existence; the Lessee by accepting this lease also accepts and covenants to be bound by all the provisions of said declaration of trust including any amendments duly made thereto, and covenants with the Lessors:

1. To pay annually in advance to the Lessors, on the first day of April of each year, beginning April first next, as annual rent a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Lessors or by the Community of Tahanto, subject to revision by arbitration as provided in said declaration of trust.

2. To observe and comply with and not permit any person to occupy or be upon the demised premises who fails or refuses to observe and comply with all reasonable ordinances and regulations that may from time to time be enacted by the Community of Tahanto, in accordance with its constitution.

3. To pay to the Lessors for whatever part of any limited natural resource, including all mineral, coal, oil, and natural gas, shall be detached from the remainder or removed from the premises or consumed thereon of an amount of money of a value equal to the value of such part of such resource in a state of nature; such payments to be made periodically at times fixed by the Lessors. The amount payable shall be fixed by the Lessors or by the Community if and whenever there is an organized Community in existence, subject to revision by arbitration as provided in said declaration of trust in respect to rent.

ARDEN

A. Seibert.....	1.16	
B. Levy.....	6.45	
		98.13
Total cost payments.....		\$7,493.77
Return of Loans:		
Arden Building and Loan Association	\$1,500.00	
Arden Water Company.....	750.00	
		2,250.00
TOTAL DISBURSEMENTS.....		\$9,743.77
9. Cash Summary		
Cash on hand, March 25, 1926:		
In bank.....		\$1,779.16
In hand.....		.79
		\$ 1,779.95
Receipts from rents, interest and charges:		
	<i>Rents</i>	<i>Interest and Charges</i>
1926-7.....	\$7,121.79	\$281.97
1925-6.....	58.49	43.68
1924-5.....		1.39
1923-4.....		11.87
	\$7,180.28	\$338.91
Prepaid.....	1,594.24	
	\$5,586.04	
Protest fees recovered.....		2.30
Overpayments adjusted in previous year but received in cash after March 25, 1926:		
Emma Pierce.....	.07	
Arden Club.....	.40	
H. Vandever.....	.81	
		1.28
Prepayments, 1927-8 rents.....		1,581.20
Interest on loans and deposits.....		88.94
Damages from Highway Department.....		.06
Loans repaid.....		2,250.00
		\$11,628.68
LESS DISBURSEMENTS.....		9,743.77
CASH ON HAND, March 25, 1927		\$ 1,884.91
In bank.....	\$1,785.61	
In hand.....	99.30	
10. Summary of Balances Receivable		
Due from leaseholders:		
1926-7 Rents.....	\$ 254.79	
Interest and charges.....	100.78	
		355.57

FINANCIAL STATEMENT, ARDEN TRUST

Less overpayments:			
J. Marcellus.....	\$1.52		
Thomas Law.....	1.37		
Archie Seibert.....	1.16		
	<u>4.05</u>		
1925-6 Rents.....	None		351.52
Interest and charges.....	\$ 41.72		
Less Overpayments:			
N. Rosensweet.....	2.53		
	<u>39.19</u>		
1924-5 Rents.....	\$ 35.09		
Interest and charges.....	43.53		
	<u>78.62</u>		
1923-4 Rents.....	None		
Interest and charges.....	\$ 9.21		9.21
	<u>478.54</u>		
TOTAL DUE.....			\$ 478.54
The credits were paid out in cash and included in cash dis-			
bursements as Income Abated, as follows:			
N. Rosensweet.....	\$2.53		
A. Seibert.....	1.16		
J. Marcellus.....	1.52		
	<u>\$5.21</u>		
And a credit on 1927-8:			
Rent of Thomas Laws.....	1.37		
	<u>\$6.58</u>		

ARDEN
LAND RENTS, 1927

Arden, Delaware, December 15, 1926.

To the Arden Folk:

We transmit herewith schedule of rents for fiscal year beginning March 25, 1927.

The Deed of Trust requires the trustees "to reserve, as rent, the full rental value of the premises demised" by each lease. We are advised by counsel that this reservation or assessment of land rents is a power of the trustees which they must exercise themselves and cannot delegate to anyone, though the acceptance of advice is not such a delegation. The report of the Board of Assessors is, advisory only and not binding upon us as trustees, but we will, as in the past, be guided by the recommendations of the Board so long as they evidence an intention to ascertain the fair rental value of the land, but not when in our judgment the intent is to defeat the provisions in the deed and the separate leases for reserving the full rental value.

While accepting in the main the report of the Board of Assessors for the coming year, there is grave question as to its judgment and intent as evidenced by its estimate of the increased rents due to increased desirability of lots adjacent to the center created by new bus line and to the recently completed section of Marsh Road as shown in following increases assessed:

Lot 4.....	34c a year	Lot 86½.....	17c a year
Lot 6.....	38c a year	Lot 93.....	34c a year
Lot 6½.....	28c a year	Lot 93½.....	36c a year
Lot 6½.....	40c a year	Lot 96.....	17c a year
Lot 86.....	17c a year	Lot 98.....	36c a year

Katherine F. Ross
Robert P. Woolery
George Frank Stephens
Trustees.

ARDEN

REPORT OF BOARD OF ASSESSORS

Arden, Delaware, August 2, 1926.

To the Arden Folk:

In assessing the "full rental value" of Arden leaseholds for the year beginning March 25, 1927, we, the Assessors of Arden, have followed in the main the methods we have employed in previous years for gathering all obtainable information pertinent to the question of Arden land values, except that we have made no new analysis of properties rented for a full year.

At the public meeting of the Assessors held on June 11, 1926, the Board was provided with no evidence indicating any noticeable change in values from last year.

The New Castle County assessment for 1926 includes a substantial increase in the total assessment for Arden as a whole, but the increase is found to be on the improvements alone, leaving the assessment on the land unchanged.

Increased desirability of those lots in blocks adjacent to the "center" created by the new bus line to Wilmington will be found in the graduated increase which we have made in the relative percentage of value of such lots on the rent list, the block bounding the recently completed section of Marsh Road from Grubbs Road to Carpenter Road having been included in such increase because of the increased desirability adjudged to inure to these lots because of this improvement. We have also deemed that Lot 137, in comparison with surrounding lots, should have a higher relative percentage and have made the necessary correction therefor, as found on the rent list.

We have also fixed the relative percentage of Lots 50½, 86½ and 86½, newly opened and recently leased by the Trustees, and have added the figures to the Rent List.

With these exceptions, the Assessors have found no reason to make any change in the assessment for this year and the base rate will therefore remain at the same figure, namely, \$1.70 per thousand square feet, and the factors separately assessed will also remain the same as this year.

Respectfully submitted,

Henry W. Hetzel, *Chairman*
George L. Whitehead, *Secretary*
The Assessors of Arden

ASSESSMENT OF ARDEN LAND RENTS

Lot No.	LESSEE	LOCATION	Area	Rel. %
1	Louis Kramer	East Cor. Marsh and Grubb Road	40,000	85
2	George C. Morley	South Cor. Marsh Road and Wind Lane	19,535	83
3	Ira P. Andrews	West of Wind Lane, South of Marsh Road	9,930	66
4	Cecelia V. Troup	West Side Wind Lane, South of Marsh Road	10,000	80
5	Stella Andrews	Grubb Road, East of Marsh Road	24,075	83
6	Gertrude A. Hallett	Cor. Grubb Road and Hillside Road	21,047	83
6 1/2	Gertrude A. Hallett	Grubb Road West of Hillside Road	16,600	79
6 1/2	George H. Hallett, Jr.	West Cor. Hillside Road and Wind Lane	22,850	81
7	Abraham E. Altman	East Cor. Wind Lane and Marsh Road	40,000	84
8	Abraham E. Altman	Marsh Road East of Wind Lane	23,700	82
9	Guy Nearing*	Marsh Road East of Wind Lane	23,700	82
10	Marguerite Nearing	Marsh Road East of Wind Lane	23,700	80
11	Howard Jones	Marsh Road West of Millers Road	20,000	78
12	Howard Jones	South Cor. Millers Road and Marsh Road	50,691	76
13	H. D. Ware	East Cor. Millers Road and Marsh Road	24,500	60
14	Blanche L. James	East Side Millers, North of Hillside Road	42,700	65
15	Joseph E. Cohen	South Cor. Millers Road and Mill Lane	22,000	75
16	Paul DeMoll	Mill Lane West of Millers Road	20,000	70
17	Amelia K. Whitehead*	Hillside Road, West of Millers Road	28,885	80
17 1/2	Amelia K. Whitehead*	Mill Lane, West of Millers Road	10,000	80
18	Russell Ramsey*	Hillside Road West of Millers Road	20,000	79
19	H. D. Albright	Hillside Road to Mill Lane	19,000	78
20	Mary Lambert	North Cor. Hillside Road and Wind Lane	20,000	80
21	Amy E. Wood	Millers Road North of Hillside Road	41,470	82
22	I. B. Fiskien	West Cor. Millers and Hillside Roads	16,300	78
23	Jennie Jacobson	North Cor. Millers and Hillside Roads	20,000	70
24	Nathan Kushin	East Side Millers Road, South of Hillside Road	26,930	75
24 1/2	Lucius Cole	S. E. Cor. Millers and Hillside Roads	10,000	77
24 1/2	Herman P. Hurlong	South Side Hillside Road, East of Millers Road	15,380	75
25	Aaron Belber	S. W. Cor. Hillside and Millers Roads	53,570	87
26	Joseph S. Pecker	Hillside Road West of Millers Road	39,000	87
27	Elsie Ramsey	Hillside Road West of Millers Road	31,331	82
28	Bernard Levy	Hillside Road West of Millers Road	20,000	79
29	Nahman Rosensweet	East Cor. Grubb and Hillside Roads	40,000	82
30	Laura M. Haines	East Side Grubb South of Hillside Road	28,400	82
31	M. R. Fling	Grubb Road and Little Lane	13,535	84
31 1/2	Clare C. Fling	North Cor. Grubb Road and Little Lane	10,480	92
32	Louise S. Roberts*	North Side Little Lane East of Grubb Road	40,019	87
33	E. S. Ross	East Cor. Little Lane and Grubb Road	23,500	95
34	Robert P. Woolery*	South Side Little Lane East of Grubb Road	28,865	93
35	Katherine Detting et. al.	Millers Road Cor. Little Lane	10,000	93
35 1/2	Business and Professional Women's Club of Wilmington	Millers Road South of Little Lane	10,000	93
36	Pauline Detting	Cor. Little Lane and Woolery Path	15,000	93
37	Angela Marke	Millers Road and Campfire Path	40,000	84
38	Lillian A. Watson	North Cor. Millers Road and St. Martins Lane	54,700	90
39	Margaret Giblin	East Cor. Millers Road and St. Martins Lane	39,280	94
40	Eva B. Taplinger*	West Cor. Millers and Orleans Roads	30,000	100
41	Samuel Cannon	North Side Orleans Road East of Grubb Road	20,000	95
43	W. P. Worthington	North Cor. Orleans and Grubbs Roads	32,630	100
44	Florence J. Bosse	East Cor. Orleans and Grubb Roads	30,145	100
45	Fiske Warren	South Cor. Orleans and Millers Roads	40,000	100
46	Herbert W. Mason	West Cor. Milky Way and Millers Road	20,000	100
47	Mary A. Hoeffler*	North Cor. Milky Way and Grubb Road	20,000	100
48	M. Harry Hoeffler*	East Cor. Milky Way and Grubb Road	26,500	100
49	Emma J. Pierce	West Cor. Sweep and Millers Road	14,060	100
50	M. E. Broadbent	South Cor. Sweep and Stile Path	15,000	93
50 1/2	W. E. and D. Sweeting	Grubbs Road and Sweep	46,831	100
51	Frank Stephens (Lone Pine)	South Cor. Millers Road and Stile Path	10,000	97
52	Frank Stephens*	Stile Path and Lower Lane	21,170	89
52 1/2	Frank Stephens	Stile Path and Lower Lane	10,530	90
53	Christopher Clift	S. E. Side Lower Lane	10,100	88
53 1/2	R. E. Fyle	S. E. Side Lower Lane	10,890	88
54	Frank Stephens (Craft Shop)	East Cor. Millers Road and Cherry Lane	15,000	100
55	L. E. Ware	South Side Cherry Lane East of Millers Road	24,850	92
56	Frank Stephens* (Lumber Lot)	Millers Road and Walnut Lane	14,800	89
58	Marvin W. Gray	North Side Walnut Lane East of Millers Road	15,000	84
58 1/2	Anna Margaret Steuer*	North Side Walnut Lane West of Inn Lane	15,000	84
59	Charles B. Leone	South Side Cherry Lane East of Millers Road	10,206	100
60	George Newcombe*	South Cor. Cherry and Inn Lanes	7,116	100
61	Irene H. Virdin	West Side Inn Lane South of Cherry Lane	9,000	85
62	Harry J. Pressman	West Cor. Inn Lane and Walnut Lane	9,000	84
63	Erwin Rautenberg*	South Side Walnut Lane East of Millers Road	25,410	81
64	Louise K. Field (Ariel)	South Side Walnut Lane West of Inn Lane	21,126	82
65	Julius Kummé	South Side Walnut Lane opposite Inn Lane	28,400	83
66	Louise K. Field (Spreading Oak)	S. E. Side Lower Lane at Millers Road	10,561	86
67	C. F. Lighthown*	South Side Walnut Lane East of Inn Lane	13,330	82
67 1/2	E. B. Moore	South Side Walnut Lane East of Inn Lane	11,840	82
68	Florence J. Bosse*	South Side Walnut Lane West of Green Lane	34,930	81
69	R. Rautenberg	Southeast Side Walnut Lane near Green Lane	20,000	63

For Year Beginning March 25, 1926

FACTORS SEPARATELY APPRAISED

Rel. Base Rate	Base Rent	Cor- ners	Surfaced Highways Index Amount	Creek Front	Forest Front	Green Front	TOTAL	TOTAL RENT	Lot No.
1.445	\$57.80	1.70	Aa	\$25.70			\$27.40	\$85.20	1
1.411	27.56	1.66	Aa	11.72			13.38	40.94	2
1.122	11.14		B	1.99			1.99	13.13	3
1.360	13.60		Ab	6.00			6.00	19.60	4
1.411	33.97		A	9.63			9.63	43.60	5
1.411	29.70	1.66	Aa	12.63			14.29	43.99	6
1.343	22.29		A	6.64			6.64	28.93	6 1/2
1.377	31.46	1.62	Aaa	13.71			15.33	46.79	6 1/2
1.428	57.12	1.08	Aaa	32.00			33.68	90.80	7
1.394	33.04		Aa	14.22			14.22	47.26	8
1.360	32.23		Aa	14.22			14.22	47.26	9
1.326	26.52		A	9.48			9.48	41.71	10
1.292	65.49	1.52	Aa	30.41			8.00	34.52	11
1.020	24.99	1.20	Aa	14.70	\$12.25	\$ 6.13	31.93	97.42	12
1.105	47.18		A	17.08		10.68	34.28	59.27	13
1.275	28.05	1.50	A	8.80			27.76	74.94	14
1.190	23.80						10.30	38.35	15
1.360	40.64		Aa	17.93				23.80	16
1.360	13.60		A	4.00			17.93	58.57	17
1.275	25.50		A	8.00			4.00	17.60	17 1/2
1.326	25.19		A	11.40			8.00	33.50	18
1.360	27.20	1.60	Aaa	16.00			11.40	36.59	19
1.394	57.81		A	16.59			17.60	44.80	20
1.326	21.61	1.56	Aa	9.78			16.59	74.40	21
1.190	23.80	1.40	A	8.00		5.00	11.34	32.95	22
1.275	34.34		A	10.77		6.73	14.40	38.20	23
1.309	13.09	1.54	A	4.00			17.50	51.84	24
1.275	19.61		A	6.15		3.85	5.54	18.63	24 1/2
1.479	79.23	1.74	Aaa	42.86			10.00	29.61	24 1/2
1.479	57.68		Aab	31.20			44.60	123.83	25
1.394	43.68		Ab	18.80			31.20	88.88	26
1.343	26.86		A	8.00			18.80	32.44	27
1.394	55.76	1.64	Aa	24.00			8.00	34.66	28
1.428	19.33		A	5.41			25.64	81.40	29
1.496	58.79		Ca	27.12			5.41	24.74	30
1.564	16.39	1.84	Ca	7.23			27.12	85.91	31
1.479	59.29		Ca	27.61			9.07	23.46	31 1/2
1.615	37.95	1.90	Ca	16.21			27.61	86.90	32
1.581	45.64		Cb	19.92			18.11	56.06	33
1.581	15.81	1.86	Cd	6.90			19.92	65.56	34
							8.76	24.57	35
1.581	15.81		C	4.60			4.60	20.41	35 1/2
1.581	23.72		Cd	10.35			10.35	34.07	36
1.428	57.12		A	16.00			26.00	83.12	37
1.530	83.69	1.80	Ca	37.74		10.00	53.22	136.91	38
1.598	62.77	1.88	Ca	24.15		8.75	34.78	97.55	39
1.700	51.00	2.00	Cbd	27.60			29.60	80.60	40
1.615	32.30		Cb	13.80			13.80	46.10	41
1.700	55.47	2.00	Ca	22.51			24.51	79.98	43
1.700	51.25	2.00	Ca	20.80			22.80	74.05	44
1.700	68.00	2.00	Cd	27.60		3.50	33.10	101.10	45
1.700	34.00		Cb	13.80		6.56	20.36	54.36	46
1.700	45.05	2.00	Ab	12.00			12.00	46.00	47
1.700	23.90	2.00	Cab	12.94		2.50	23.20	68.25	48
1.581	23.72	1.86	Ab	9.00			17.44	41.34	49
1.700	79.61	2.00	Aad	37.46			10.86	34.58	50
1.649	16.49	1.94	Cab	9.20			39.46	119.07	50 1/2
1.513	32.03	1.78	Cb	14.61			11.14	27.63	51
1.513	15.93		Cb	7.27			16.39	48.42	52
1.496	15.27		C	4.70			7.27	23.20	52 1/2
1.496	16.29		C	5.01			4.70	19.97	53
1.700	23.50	2.00	Cc	10.35			5.01	21.30	53 1/2
1.564	38.87		Cd	17.15		6.00	18.35	45.85	54
1.513	22.40	1.78	Cd	10.21		3.00	20.15	59.02	55
1.428	21.42		C	6.90			11.99	34.39	56
1.428	21.42		C	6.90			6.90	28.32	58
1.700	17.35		C	4.69		6.25	6.90	28.32	58 1/2
1.700	12.10	2.00	Cc	4.91		5.23	10.94	28.29	59
1.445	13.00		C	4.14			12.16	24.26	60
1.428	12.85	1.68	Cd	6.21			4.14	17.14	61
1.377	34.99	1.62	C	11.69			7.89	20.74	62
1.394	29.45		C	9.72			13.31	48.30	63
1.411	40.19		C	13.10			9.72	39.17	64
1.462	15.44	1.72	C	4.86			13.10	53.29	65
1.394	18.58	1.64	Ca	9.20			6.58	22.02	66
1.394	16.50	1.64	Ca	8.17			10.84	29.42	67
1.377	48.10		C	16.07			9.81	26.31	67 1/2
1.071	21.42				5.00		16.07	64.17	68
							5.00	26.42	69

ASSESSMENT OF

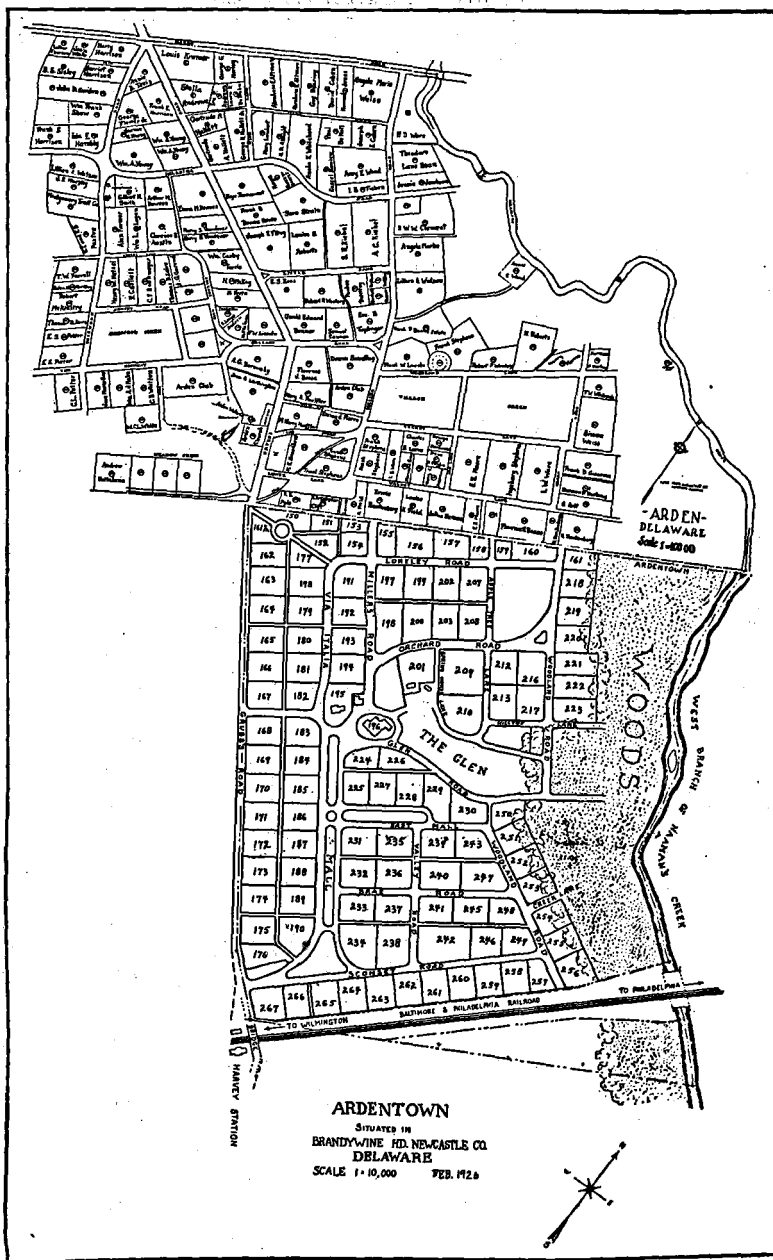
Lot No.	LESSEE	LOCATION	Area	Rel. %
70	H. Rautenberg	Southeast Side Walnut Lane near Green Lane	16,250	78
71	Herman P. Hurlong*	East Corner Village Green	30,140	81
71½	Frank D. Giacomio	East Side Green South of Cherry Lane	24,480	75
72	Pauline Arlt	North Corner Walnut and Green Lanes	19,650	68
73	L. B. Ware	W. Side Cherry Lane South of Village Green	35,000	89
74	Ingeborg Stephens*	Cherry Lane West of Green Lane	40,000	92
75	E. E. Moore	E. Side Inn Lane South of Village Green	15,200	95
75½	E. E. Moore	South Side Cherry Lane, East of Inn Lane	14,190	95
75½	Macye Cohen, et. al.	Northeast Corner Inn Lane and Walnut Lane	10,600	95
75½	Archie Seibert	North Side Walnut Lane East of Inn Lane	10,600	95
76	Simon Weiss	S. E. Side Village Green	30,441	88
76½	Samuel Freeman	East Side Village Green, North of Cherry Lane	15,819	88
77	Fred. Whiteside	East Cor. Village Green and Woodland Lane	17,500	82
77½	M. A. Benetti	Naaman's Creek	20,000	100
78	Herman P. Hurlong	North Cor. Village Green and Woodland Lane	10,000	74
79	Esther N. Weigle	West Cor. Green and Woodland Lanes	20,896	80
80	Robert P. Woolery	North Cor. Woodland Lane and Theatre Path	21,392	84
81	Marguerite Woolery (Mole Hill)	N. W. Side Woodland Lane	23,686	86
82	Jacob K. Jaffe	Naaman's Creek	20,000	82
83	Frank Stephens (Homestead)	N. W. Side Woodland Lane	37,615	88
84	Arden Club (Field Theatre)	Woodland Lane	7,738	89
85	Frank W. Lincoln*	North Cor. Millers Road and Woodland Lane	27,610	100
86	William Brogan	South Side Marsh Road West of Sherwood	10,000	68
86½	A. C. Bieber	South Side Marsh Road West of Sherwood	20,000	65
86½	William Brogan	South Side Marsh Road West of Sherwood	10,000	68
86½	Dennis Levy	South Side Marsh Road West of Sherwood	20,000	65
87	Louis Kass	West of Sherwood Road South of Marsh Road	20,000	55
88	Harry Harrison	West Cor. Marsh and Sherwood Roads	20,000	72
89	Harriet Harrison	West Side Sherwood West of Grubb Road	16,380	72
90	John D. Gordon*	West Side Sherwood South of Marsh Road	40,000	55
91	Annie B. Shaw*	West Side Sherwood North of Hillside Road	40,000	57
92	Annie B. Shaw*	North Side of Hillside West of Sherwood Road	12,000	61
93	Ida E. Hambly*	N. W. Cor. Sherwood and Hillside Roads	20,000	74
93½	Ida E. Hambly*	South Cor. Sherwood and Grub Roads	15,900	78
94	Annie B. Tevis	West Side Grubb North of Hillside Road	25,000	81
95	Frank E. Harrison	East Side Sherwood North of Hillside Road	15,000	72
95½	Frank C. and Catharine Warren	East Side Sherwood North of Hillside Road	10,000	71
96	Jeanne H. Young	North Cor. of Sherwood and Hillside Roads	30,000	74
97	Wm. A. Young*	West Cor. of Hillside and Grubb Roads	20,000	83
98	Wm. A. Young	West Side of Grubb North of Hillside Road	20,000	79
99	Elsie K. Ramsey	South Cor. Sherwood and Hillside Roads	20,000	73
100	Lillian K. Watson	North Cor. Sherwood Road and Lovers Lane	22,500	78
101	Alan Ferris*	Lovers Lane East of Sherwood Road	20,000	76
101½	Rae Gerstine*	West Cor. Lovers Lane and Orleans Road	28,500	78
102	Clarence B. Austin*	South Side Hillside East of Sherwood Road	22,000	78
103	Laura M. Haines	East Cor. Sherwood and Hillside Roads	8,600	76
103½	Arden Water Co.	South Side Hillside East of Sherwood Road	18,400	78
103½	Mollie Gerstine	West Side Sherwood South of Hillside Road	20,540	71
104	Jay M. Kyle	West Side Sherwood South of Hillside Road	25,620	69
105	Jay M. Kyle	West Cor. Lovers Lane and Sherwood Road	27,000	69
106	E. T. and E. B. Paxton*	South Cor. Lovers Lane and Sherwood Road	20,000	72
107	T. W. Farrell	West Side Sherwood Road North of Highway	10,000	70
108	Helen M. Harding	West Side Sherwood Road North of Highway	20,000	73
109	Robert McKinstry	West Side Sherwood Road North of Highway	15,000	72
111	Thomas D. Laws	West Side Sherwood Road North of Highway	15,000	76
112	E. S. Potter	West Cor. Sherwood Road and Highway	20,000	78
113	E. S. Potter	South Cor. Sherwood Road and Highway	20,000	75
114	C. L. Potter	East Cor. Sherwood Road and Highway	20,000	78
115	Jane Marcellus*	South Side of Highway East of Sherwood	20,000	80
116	Wm. A. J. Hahn, Trustee	South Side of Highway East of Sherwood	20,000	82
117	Daniel L. Menkin	South Side of Highway East of Sherwood	41,351	84
118	Arden Club*	Highway and Orleans Road	20,000	89
119	Abraham Borowsky	Orleans Road and Sunset Road	20,000	89
120	Henry H. Jones	South Cor. Lovers Lane and Orleans Road	21,200	84
120½	Alice H. Garrod	West Side Orleans Road South of Lovers Lane	10,840	84
121	Thomas D. Laws	South Side Lovers Lane West of Orleans Road	20,000	79
122	C. F. Bookmyer	South Side Lovers Lane West of Orleans Road	20,000	79
123	E. C. Gillette	South Side Lovers Lane West of Orleans Road	20,000	80
124	Henry W. Hertz	East Cor. Lovers Lane and Sherwood Road	40,000	82
125	Emma M. Dewees*	South Cor. Grubb and Hillside Roads	20,000	86
126	Harry S. Vandever*	Southwest Side Grubb East of Hillside Road	20,000	84
127	Harry S. Vandever*	Southwest Side Grubb East of Hillside Road	20,000	86
128	Wm. Canby Ferris	South Cor. Lovers Lane and Grubb Road	19,675	88
129	Louis Marmonstein	West Side Grubb South of Lovers Lane	20,500	91
130	Mary Emma Fritz	West Side Grubb South of Lovers Lane	20,000	93
131	Anna Ross	West Cor. Grubb and Orleans Roads	20,000	100
132	Morris and Elizabeth Altman	North Side Orleans West of Grubb Road	10,000	88
133	Edna Fritz and M. Kenworthy	North Side Orleans West of Grubb Road	10,000	84
134	A. G. Borowsky	South Cor. Grubb and Orleans Road	40,000	100
135	Jean G. Worthington*	West Side Grubb South of Orleans Road	41,742	100
135½	Arden Water Co.	Spring House Lot	1,000	83
136	Arden Meeting House	West Side Grubb Road opposite Sweep	10,000	80
137	Andrew Vattilana	Meadow Green	30,000	80
141	W. C. L. White	Meadow Green	20,000	65

* Arden Building and Loan Association holds title temporarily as mortgagee.

3,561,343

ARDEN LAND RENTS (Continued)

FACTORS SEPARATELY APPRAISED										
Rel. Base Rate	Base Rent	Cor- ners	Surfaced Index	Highways Amount	Creek Front	Forest Front	Green Front	TOTAL	TOTAL RENT	Lot No.
1.326	\$21.55		C	\$7.47				\$7.47	\$29.02	70
1.377	41.50	1.62	A	12.06		\$7.54	\$1.25	22.47	63.97	71
1.275	31.21		A	9.79		6.12		15.91	47.12	71½
1.156	22.72	1.36	A	7.86		4.91		14.13	36.85	72
1.513	52.95	1.78	Aad	29.00			3.75	33.53	86.48	73
1.564	62.56		Cd	27.60			8.50	36.10	98.66	74
1.615	24.55	1.00	Cdd	6.99			3.87	12.76	37.31	75
1.115	22.92		Cdd	6.53			3.87	10.40	33.32	75½
1.615	17.12	1.90	Cdd	4.88				6.78	23.90	75½
1.615	17.12		Cdd	4.88				4.88	22.00	75½
1.496	45.54	1.76	A	12.18		7.70	8.40	30.04	75.58	76
1.496	23.67		A	6.33		3.86	4.20	14.39	38.06	76½
1.394	24.40	1.64	Aa	10.50		4.38	5.00	21.52	45.92	77
1.700	10.20				3.00	1.50		4.50	14.70	77½
1.258	12.58	1.48	A	4.00		2.50	1.25	9.23	21.81	78
1.360	28.42	1.60	A	6.40		4.00	10.40	22.40	50.82	79
1.428	30.55		C	13.92		7.56	5.39	26.87	57.42	80
1.462	34.63		C	9.56		5.20	10.30	25.06	59.69	81
1.394	27.88				10.00	5.00		15.00	42.88	82
1.496	56.12		C	17.21		9.35	5.50	32.06	88.18	83
1.513	11.71		C	3.56			4.45	8.01	19.72	84
1.700	46.94	2.00	Cc	19.05			11.25	32.30	79.24	85
1.156	11.56		A	4.00		2.50		6.50	18.06	86
1.105	22.10	1.30	Aad	8.00		5.00		14.30	36.40	86½
1.156	11.56		A	4.00				4.00	15.56	86½
1.105	22.10	1.30	Aad	8.00		5.00		14.30	36.40	86½
0.935	18.70					5.00		5.00	23.70	87
1.360	27.20	1.60	Ca	13.80				15.40	42.60	88
1.224	20.05		C	7.53				7.53	27.58	89
0.935	37.40		C	12.00		6.66		18.66	56.06	90-91
0.909	38.76		C	12.00		6.66		18.66	57.42	92
1.037	20.74					5.00		5.00	25.74	93
1.258	25.16	1.48	C	9.20				10.68	35.84	93½
1.326	21.08	1.56	Ca	10.02				11.58	32.66	94
1.377	34.43		A	10.00				10.00	44.43	95
1.224	18.36		C	6.90				6.90	25.26	95½
1.207	12.07		C	4.60				4.60	16.67	96
1.343	40.29	1.58	Cd	20.70				22.28	62.57	97
1.411	28.22	1.66	Ca	13.80				15.40	43.68	98
1.348	26.86		C	8.00				8.00	34.86	99
1.241	24.82	1.46	C	9.20		5.00		15.66	40.48	100
1.326	29.83	1.56	Ca	15.52				17.08	46.91	101
1.292	25.84		A	8.00				8.00	33.84	101½
1.326	37.79	1.56	A	11.40				12.96	50.75	102
1.326	29.17		C	10.12				10.12	39.29	103
1.292	11.11	1.52	Cd	5.94				7.46	18.57	103½
1.326	24.40		C	8.47				8.47	32.87	103½
1.207	24.79		C	9.45		5.14		14.59	39.38	104
1.173	30.05		C	11.79		6.41		18.20	48.25	105
1.173	31.67		C	12.43		6.75		19.17	50.84	106
1.224	24.48		C	9.20		5.00		14.20	33.68	107
1.190	11.90		C	4.60		2.50		7.10	19.00	108
1.241	24.82		C	9.20		5.00		14.20	39.02	109
1.224	18.36		C	6.90		3.75		10.65	29.01	111
1.292	19.38		C	6.90		3.75		10.65	30.03	112
1.326	26.52	1.56	C	9.20		5.00		15.76	42.28	113
1.275	25.50	1.50	C	9.20		5.00		15.70	41.20	114
1.326	26.52	1.50	C	9.20		5.00		15.76	42.28	115
1.360	27.20		C	9.20		5.00		14.20	41.40	116
1.394	27.88		C	9.20				9.20	37.08	117
1.428	59.05	1.68	C	19.02				20.70	79.75	118
1.513	30.26	1.78	Ca	13.80				15.58	45.84	119
1.513	30.26	1.78	A	8.00				9.78	40.04	119½
1.428	30.27	1.68	Aa	12.72				14.40	44.67	120
1.428	15.47	1.68	A	4.34				6.02	21.49	120½
1.343	26.86		A	8.00				8.00	34.86	121
1.343	26.86		A	8.00				8.00	34.86	122
1.343	26.86		A	8.00				8.00	34.86	123
1.360	27.20	1.60	Ca	13.80				15.40	42.60	124
1.394	55.76	1.64	Ca	27.60				29.24	85.00	125
1.428	28.56		Ab	8.00				8.00	36.56	126
1.462	29.24		Ab	12.00				12.00	41.24	127
1.496	29.43		Aab	15.74				15.74	45.17	128
1.547	31.71		Aa	12.30				12.30	44.01	129
1.581	31.62		Aa	12.00				12.00	43.62	130
1.700	34.00	2.00	Ca	13.80				15.80	49.80	131
1.496	14.96		C	4.60				4.60	19.56	132
1.428	14.28		A	4.00				4.00	18.28	133
1.700	68.00		Aab	32.00				32.00	100.00	134
1.700	70.96		Ab	25.04				25.04	96.00	135
1.071	M5.00			4.00				4.00	21.00	135½
1.700	17.00		A	12.00		7.50		19.50	60.30	136
1.360	40.80					5.00		5.00	27.10	141
1.105	22.10									
\$5,036.80	\$117.04			\$1,916.61	\$25.25	\$251.06	\$120.44	\$2,430.40	\$7,467.20	



ARDEN

REGISTERED VOTERS

(With Telephone Calls—Hollyoak Exchange)

Acker, Charles E., 2918 Master St., Philadelphia, Pa.
Altman, Abraham E., 631 West Sedgwick St., Philadelphia, Pa.
Altman, Mrs. Elizabeth, 631 West Sedgwick St., Philadelphia, Pa.
Altman, Mrs. Elizabeth, 342 South Smedley St., Philadelphia, Pa.
Altman, Morris, 342 South Smedley St., Philadelphia, Pa.
Altman, Samuel, 150 West Hansberry St., Gtn., Philadelphia, Pa.
Andrews, Arthur N., Grubb's, Del.
Andrews, Mrs. Lillian, Grubb's, Del.
Arlt, Mrs. Pauline, Arden, Del.
Austin, C. B., Arden, Del.
Austin, Mrs. Edith H., Arden, Del.
Belber, Aaron, 1523 North 16th St., Philadelphia, Pa.
Belber, Mrs. Aaron, 1523 North 16th St., Philadelphia, Pa.
Bieber, Alvin C., 3044 Lehigh Ave., Philadelphia, Pa.
Bieber, Mrs. Mathilda V., 3044 Lehigh Ave., Philadelphia, Pa.
Bloch, Benjamin, 1124 Lincoln Bldg., Philadelphia, Pa.
Block, Mrs. Jennie, 1124 Lincoln Bldg., Philadelphia, Pa.
Bohm, Mrs. Constance, Haddonfield, N. J.
Bohm, Fred, Haddonfield, N. J.
Bohm, John, 1436 N. 30th St., Philadelphia, Pa.
Bookmyer, Mrs. Anna, 449 57th St., Philadelphia, Pa.
Bookmyer, Charles F., 449 57th St., Philadelphia, Pa.
Borowsky, Abraham G., 1317 Roosevelt Blvd., Philadelphia, Pa.
Borowsky, Mrs. Abraham G., 1317 Roosevelt Blvd., Philadelphia, Pa.
Bosse, Adolphe E. Arden, Del. Tel. 144-M.
Bosse, Mrs. Florence J., Arden, Del.
Broadbent, Earl L., Arden, Del.
Broadbent, Mrs. Margaret E., Arden, Del.
Buchanan, Margaret, Arden, Del.
Cannon, Samuel, 900 West 2nd St., Wilmington, Del.
Cannon, Mrs. Samuel, 900 West 2nd St., Wilmington, Del.
Cohen, Joseph E., 1950 East Godfrey Ave., Gtn., Philadelphia, Pa.
Cole, Lucius, 1332 North Frazier St., Philadelphia, Pa.
Cole, Mrs. Rosalie, 1332 North Frazier St., Philadelphia, Pa.
de Moll, Paul, 501 East Walnut Lane, Gtn., Philadelphia, Pa.
Dettling, Pauline, 507 West 22nd St., Wilmington, Del.
Farmer, Alan, Arden, Del. Tel. 141-R-3.
Farmer, Mrs. Lottie M., Arden, Del.
Farrell, Mrs. Anna, 378 Belmont Ave., Newark, N. J.
Farrell, Thomas W., 378 Belmont Ave., Newark, N. J.
Fenton, Arletta B., Arden, Del.
Ferris, William Canby, Arden, Del.
Field, Mrs. Louise K., Arden, Del.
Fisken, Isabelle, Arden, Del.
Flower, Mrs. Alice, 4956 Wakefield St., Philadelphia, Pa.
Flower, Mrs. George L., Sr., 4956 Wakefield St., Philadelphia, Pa.
Freeman, Samuel, Esq., 5420 Euclid Ave., Philadelphia, Pa.
Freeman, Mrs. Minnie, 5420 Euclid Ave., Philadelphia, Pa.

ARDEN

Fritz, Edna, Arden, Del.
 Fritz, Mrs. Mary Emma, Arden, Del.
 Garrod, Mrs. Alice, Arden, Del.
 Garvin, Florence, Arden, Del.
 Geiger, Felix A., 2231 North Van Pelt St., Philadelphia, Pa.
 Geiger, Paul F., 2231 North Van Pelt St., Philadelphia, Pa.
 Gerstein, Emanuel, Arden, Del.
 Gerstein, Mollie, Arden, Del.
 Gerstein, Mrs. Rae, Arden, Del.
 Giacom, Frank D., Arden, Del. Tel. 126-J-3.
 Giacom, Mrs. Rose, Arden, Del. Tel. 126-J-3.
 Giblin, Margaret A., Arden, Del. Tel. 435-W.
 Gillette, Edward C., 3343 Seventeenth St., N. W., Washington, D. C.
 Gillette, Mrs. Edward C., 3343 Seventeenth St., N. W., Washington, D. C.
 Gordon, Mrs. Ethel, Grubb's, Del.
 Gordon, John D., Grubb's, Del. Tel. 125-R-4.
 Gray, Mrs. Elizabeth, Arden, Del.
 Gray, Marvin W., Arden, Del.
 Hahn, William A. J., 1336 North 28th St., Philadelphia, Pa.
 Haines, Mrs. Laura M., 5609 Greene St., Gtn., Philadelphia, Pa.
 Hallett, Mrs. Gertrude A., Arden, Del.
 Hallett, George H., Arden, Del.
 Hallett, Margaret E., Arden, Del.
 Hallett, Winnie, Arden, Del.
 Hambly, Mrs. Ida, Grubb's, Del.
 Hambly, Kathleen E., Grubb's, Del.
 Hambly, Warren H., Grubb's, Del.
 Harding, Mrs. Helen, 5841 Walton Ave., Philadelphia, Pa.
 Harrison, Ben, Grubb's, Del.
 Harrison, Edna, Grubb's, Del.
 Harrison, Frank E., Grubb's, Del.
 Harrison, Mrs. Frank E., Grubb's, Del.
 Harrison, Mrs. Harriet, Grubb's, Del.
 Harrison, Harry, Grubb's, Del.
 Harrison, Mrs. Harry, Grubb's, Del.
 Hetzel, Henry W., 826 South 49th St., West Philadelphia, Pa.
 Hetzel, Mrs. Henry W., 826 South 49th St., West Philadelphia, Pa.
 Hoeffler, M. Harry, Arden, Del. Tel. 364-J-1.
 Hoeffler, Mrs. Mary A., Arden, Del.
 Hoeffler, Mildred, Arden, Del.
 Holcomb, Mrs. Maude C., Arden, Del.
 Holcomb, Robert B., Arden, Del.
 Huenerfauth, Fred, 2932 West Master St., Philadelphia, Pa.
 Hurlong, Dr. Herman P., 1240 South Broad St., Philadelphia, Pa.
 Hurlong, Mrs. Lena, 1240 South Broad St., Philadelphia, Pa.
 Jaffe, Gertrude, 263 South 22nd St., Philadelphia, Pa.
 Jaffe, Dr. J. K., 263 South 22nd St., Philadelphia, Pa.
 Jaffe, Mrs. Lena, 263 South 22nd St., Philadelphia, Pa.
 James, Mrs. Blanche L., 255 South Camac St., Philadelphia, Pa.
 Jones, Henry K., 5035 Pulaski Ave., Philadelphia, Pa.
 Jones, Dr. Howard, Philadelphia, Pa.

REGISTERED VOTERS

Jones, Mrs. Howard, Philadelphia, Pa.
 Kummé, Julius G., 2915 Poplar St., Philadelphia, Pa.
 Kummé, Mrs. Julius G., 2915 Poplar St., Philadelphia, Pa.
 Kushin, Mrs. Mae, 5761 North Fairhill St., Philadelphia, Pa.
 Kushin, Nathan, 5761 North Fairhill St., Philadelphia, Pa.
 Kyle, Jay M., 22nd and Walnut Sts, Philadelphia, Pa.
 Kyle, Mrs. Marian B., 22nd and Walnut Sts., Philadelphia, Pa.
 Lanciano, Mrs. Cathryn, 1524 Reed St., Philadelphia, Pa.
 Lanciano, Claude O., 1524 Reed St., Philadelphia, Pa.
 Lanciano, Mrs. Grace, Arden, Del.
 Lanciano, Victor, Arden, Del.
 Levy, Bernard, Arden, Del.
 Levy, Mrs. Phoebe B., Arden, Del.
 Levy, Sylvan N., Arden, Del. Tel. 485-W.
 Marmorstein, Louis, Arden, Del.
 Marmorstein, Mrs. Louis, Arden, Del.
 Martin, Clara E., Arden, Del.
 Martin, Mabel A., Arden, Del.
 Martin, William E., Arden, Del.
 Mason, Herbert W., Arden, Del. Tel. 454-R.
 McKinstry, Robert I., 4811 Greene St. Philadelphia, Pa.
 McKinstry, Mrs. Anna M., 4811 Greene St., Philadelphia, Pa.
 Meyer, Frank A., 2933 Master St., Philadelphia, Pa.
 Milhouse, William H., Arden, Del.
 Moore, Edward E., Arden, Del.
 Morley, Geo. C., Arden, Del.
 Morley, Mrs. Maude L., Arden, Del.
 Nearing, George Guy, Grubb's, Del. Tel. 144-W.
 Nearing, Mrs. Marguerite, Grubb's, Del.
 Nemtsoff, Samuel, Arden, Del. Tel. 485-J.
 Nemtsoff, Mrs. Estelle, Arden, Del.
 Newcombe, George, Arden, Del. Tel. 126-R-4.
 Newcombe, Mrs. Minnie, Arden, Del.
 Newcombe, Vera, Arden, Del.
 Noyes, Mildred J., Arden, Del. Tel. 454-R.
 Page, Harry P., 328 South Camac St., Philadelphia, Pa.
 Paxton, Edward T., Arden, Del. Tel. 127-J-2.
 Paxton, Mrs. Evelyn B., Arden, Del.
 Pecker, Joseph S., 5015 Boudinot St., Philadelphia, Pa. Tel. 293-W.
 Pecker, Mrs. Joseph S., 5015 Boudinot St., Philadelphia, Pa.
 Pierce, Mrs. Ebenezer, Arden, Del.
 Pierce, Irene, Arden, Del.
 Pierce, Lou, Grubb's, Del.
 Pierce, Vera G., Arden, Del.
 Post, Mrs. Annie H., Arden, Del.
 Post, J. K., Arden, Del. Tel. 126-J-3.
 Potter, Mrs. Cora L., Arden, Del.
 Potter, Edwin S., Arden, Del.
 Potter, Lloyd, Arden, Del.
 Pressman, Mrs. Fanny, 150 West Hansberry St., Gtn., Philadelphia, Pa.
 Pressman, Harry J., 150 West Hansberry St., Gtn., Philadelphia, Pa.

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Pyle, Mrs. M. Frances, Arden, Del. Tel. 127-R-4.
 Pyle, Robert E., Arden, Del.
 Ramsey, Mrs. Elsie K., Arden, Del.
 Ramsey, Russell, Arden, Del. Tel. 413.
 Rautenberg, Mrs. Luise, Arden, Del.
 Rautenberg, Robert, Arden, Del.
 Remington, Frederic, Arden, Del. Tel. 144-M.
 Roberts, Mrs. Louise, Arden, Del.
 Roberts, William A., Arden, Del. Tel. 479-W.
 Rosensweet, Nahman, Arden, Del.
 Ross, Mrs. Anna H., Arden, Del.
 Ross, Edwin S., Arden, Del.
 Ross, Miss Elizabeth, Arden, Del.
 Ross, Mrs. Katherine F., Arden, Del.
 Russell, Mrs. Bertha W., Arden, Del. Tel. 228-J.
 Russell, Lewis, Arden, Del.
 Schweitzer, William H., 2911 Thompson St., Philadelphia, Pa.
 Schwoebel, Louis H., Jr., 6346 Ross St., Gtn., Philadelphia, Pa.
 Seelye, Mildred M., Arden, Del.
 Siebert, Mrs. Virginia, Arden, Del.
 Simonson, Mrs., Arden, Del.
 Shaw, Mrs. Annie B., Grubb's, Del.
 Shaw, Miss Virginia, Grubb's, Del.
 Stephens, Donald, Arden, Del. Tel. 126-J-3.
 Stephens, Mrs. Eleanor G., Arden, Del.
 Stephens, Frank, Arden, Del. Tel. 126-J-4.
 Stephens, Mrs. Ingeborg, Arden, Del.
 Steur, Mrs. Anna, Arden, Del. Tel. 364-R-4.
 Sweeting, Mrs. Donna.
 Sweeting, Mr. Walter E.
 Taplinger, Matthew, Esq., 5914 Walnut St., Philadelphia, Pa.
 Taplinger, Mrs. Eva, 5914 Walnut St., Philadelphia, Pa.
 Tevis, Mrs. Annie B., Grubb's, Del.
 Troup, Miss Celia V., Arden, Del.
 Tune, Mrs. Cora, Arden, Del.
 Tune, Roscoe I., Arden, Del.
 Tune, Miss Stella, Arden, Del.
 Vandever, Harry S., Arden, Del. Tel. 127-J-4.
 Vandever, Mrs. Ida, Arden, Del.
 Virdin, Mrs. Irene H., 132 North 49th St., Philadelphia, Pa.
 Virdin, Wallace, 132 North 49th St., Philadelphia, Pa.
 Ware, Mrs. Edith Von W., Arden, Del.
 Ware, Hamilton D., Arden, Del. Tel. 477-M.
 Ware, Lucien B., Arden, Del.
 Warren, Mrs. Catharine, Arden, Del.
 Warren, Frank C., Arden, Del.
 Watson, A. S., Arden, Del. Tel. 126-R-1.
 Watson, Mrs. Lillian, Arden, Del.
 Weiss, Mrs. Rose M., 1626 Point Breeze Ave., Philadelphia, Pa.
 Weiss, Simon, 1626 Point Breeze Ave., Philadelphia, Pa.
 Whitehead, Mrs. Amelia K., Arden, Del. Tel. 475-M.

REGISTERED VOTERS

Whitehead, George L., Arden, Del.
Whiteside, Fred W., Arden, Del.
Wood, Miss Amy E., Arden, Del. Tel. 141-R-1.
Wood, Mrs. Marguerite S., Arden, Del.
Woolery, Edwin L., Arden, Del.
Woolery, Mrs. Marguerite, Arden, Del.
Woolery, Robert P., Arden, Del. Tel. 234 and 293-J.
Worthington, Mrs. Jean G., Arden, Del.
Worthington, William, Jr., Arden, Del. Tel. 475-R.
Worthington, William P., Arden, Del.
Worthington, Mrs. William P., Arden, Del. Tel. 475-W.
Young, Mrs. Jeanne H., Grubb's, Del.
Young, William A., Grubb's, Del.

ARDEN

DEED OF TRUST

THIS indenture made the thirty-first day of January, A.D. 1908, witnesseth that whereas heretofore to-wit, October 17, A.D. 1901, George F. Stephens of the city of Philadelphia and State of Pennsylvania did, by deed bearing date aforesaid and recorded in the Recorder's office at Wilmington in the State of Delaware in Deed Record V, Vol. 18, p. 96, etc., convey unto William L. Price, Frank Martin and George F. Stephens, all of the city of Philadelphia aforesaid, all these three certain pieces or parcels of land, with the buildings thereon erected in Brandywine Hundred, New Castle County and State of Delaware, bounded and described as follows, according to a survey made by W. A. Kimmey on the thirtieth day of May, A.D. 1900.

Containing twelve acres, two roods and twelve perches of land, be the same more or less.

Containing eighty and one-fourth acres of land, be the same more or less.

Containing with said bounds seventy acres, one rood and eleven perches of land be the same more or less, excepting hereout of this last described tract a certain cemetery or burying ground, situated on the westerly side of said Grubb's Landing Road. And whereas the said buildings were inadvertently conveyed unto the said William L. Price, Frank Martin and George F. Stephens, the true desire of the parties to the said deed being that the land should be vested in the said William L. Price, Frank Martin and George F. Stephens as trustees, but the title to the houses thereon erected should be and remain in the original owners thereof, now, therefore, the said William L. Price, Frank Martin and George F. Stephens do hereby convey, assign, give and set over unto George F. Stephens and William L. Price their heirs and assigns all buildings formerly owned or erected upon the land aforesaid by them to have and to hold to and for their own use and behoof.

And whereas the said conveyance of said lands was made upon certain trusts which it is desired by the parties aforesaid to restate and amend, the said lands are hereby declared to be held by the said William L. Price, Frank Martin and George F. Stephens, upon the following trusts and upon them only viz.: in trust to lease such portions of said land as may seem good to the said trustees and their successors, to such persons and for such terms as they the said trustees shall determine, the lease in each case to reserve, as rent, the full rental value of the premises demised by said lease; to pay all State and local taxes out of and from the rents received so far as these suffice; to suffer all persons to whom land shall be leased as aforesaid, who constitute a community so long as they continue such leases, to enjoy and use for common purposes such of the lands which are the subject of this deed as the trustees aforesaid shall not have demised to individuals or devoted to purposes other than common; to apply all sums of money received as rents, in excess of the amount needed for the purposes of paying the taxes, to such common uses, desired by a majority of the residents as in the judgment of the trustees are properly public, in that they cannot be left to individuals without giving one an advantage over others; and in further trust if at any time in the judgment of a majority of the residents agreeing with a majority of the trustees the community shall not warrant its continuance to declare the dissolution thereof, and thereupon to sell the land aforesaid and, after repaying to William L. Price, George F. Stephens and Joseph Fels the amount originally advanced by them for the purchase of said land from David F. Derrickson, who made title therefor to George F. Stephens by deed dated June 12,

BY-LAWS

A.D. 1900, and recorded in the Recorder's office at Wilmington in the State of Delaware in Deed Record G, Vol. 18, page 345, etc., to devote the purchase money to such purpose as shall be approved by said trustees. And the said trustees shall have power subject to the approval of a majority of the residents to supply all vacancies which may occur in their number, which it is intended shall always be and continue to be three; it being expressly hereby provided that upon all questions requiring the exercise of discretion on the part of the trustees, the action of a majority, after an opportunity has been given to all to express their opinions, shall be valid and binding upon all.

Scaled and delivered in the presence of

Frank Martin
William L. Price
George F. Stephens

Commonwealth of Pennsylvania, City and County of Philadelphia, ss.

Before me, a Notary Public, residing in the City of Philadelphia, this 25th day of March, A.D. 1908, personally came George F. Stephens, Frank Martin and William L. Price, parties to this indenture, known to me personally to be such, and acknowledged this indenture to be their act and deed to the end that the same should be recorded as such.

Witness my hand and seal, the day and year aforesaid.

{ L.S. }

William J. Jackson, *Notary Public*

BY-LAWS¹

As amended to June 7, 1926

We, the residents of Arden and the leaseholders and trustees, in town meeting assembled, adopt for the administration of the affairs of Arden the following rules in conformity with the Deed of Trust and the leases.

ARTICLE I: SUFFRAGE.

1. It shall be the duty of the Registration Board of three persons, to be elected at a town meeting on the proportional representation plan, of which the town clerk shall be the ex-officio secretary, but without a vote thereon, to register as voters all persons who have reached the age of 18 years who have maintained continuously, for at least the preceding six months, a place of residence in Arden (consisting of that land included in the Arden Deed of Trust of January 31, 1908) and who shall have applied in person or in writing for registration; subject to appeal to the town meeting.

2. It shall also be the duty of the Registration Board to strike off from the list of registered voters the names of such persons as cease to maintain continuously a place of residence in Arden; subject to appeal at the town meeting.

3. Three days before the date of each regular monthly town meeting, the Registration Board shall post in the usual public place or places the names of all persons put on or taken off the list of registered voters since the preceding regular meeting. Such changes shall be effective at the ensuing regular monthly meeting, unless rejected, on appeal, at such meeting. The Registration Board shall make no changes in the list except at the time and in the manner thus provided.

4. Any registered voter shall always have access to the Registration Board's

¹ As adopted by the Town Meeting August 8, 1902, and last amended June 7, 1926.

ARDEN

I; 4

list of voters. A correct list shall always be kept posted in a convenient public place or places in Arden. The Registration Board shall, on demand, accompanied by 25 cents, mail to any designated registered voter one correct copy of said list.

5. The Registration Board shall make no changes in the voting list after a referendum vote has been called for until said vote has been taken.

6. The room or place in which a town meeting shall be held shall contain an enclosure, within which no one shall be admitted except the registered voters who are entitled to vote at the meeting. The members of the Registration Board, or any of them, or deputies appointed by the Board, shall sit at the entrance or entrances of the enclosure prior to and during the meeting, and shall permit none to enter except the persons qualified. On votes *vive voce* or by show of hands, no vote shall be counted except those of the qualified persons within the enclosure. Except by vote of the town meeting, no one shall take part in debate except those within the enclosure.

ARTICLE II: REFERENDUM.

1. Measures affecting the administration of town affairs, which shall be passed by any (regular or special) town meeting by less than a unanimous vote, shall not be effective for ten days; and if in the meanwhile a protest in writing against such measure shall be signed by 20 registered voters and filed with the Town Clerk, said measure shall become effective only if again passed by a majority vote of the next regular town meeting, held not less than 28 days after that at which said measure was passed; and notice (duly numbered serially) of such meeting, together with the text of the measure, the vote for and against it, and the fact of the protest thereon, shall, within five days after said filing, be mailed by the Town Clerk to all registered voters of Arden; together with an official envelope which shall bear the words: "Ballot on Referendum Measure No.———" (the number to correspond with the serial number on the notice. This procedure shall be known as a "Protest Referendum."

2. The method of voting on such referred questions shall be as follows:

To vote in favor of said question, the voter shall sign his or her name in the blank space opposite the word "For"; to vote against said measure, opposite the word "Against." (sic) If the voter is absent at the time the vote is taken, said signature must be either witnessed by one other registered voter of Arden or attested by a notary. Each ballot thus witnessed or attested shall be sealed in the envelope officially provided therefor and shall be delivered, unopened, to the Town Clerk, who shall hand it, unopened, to the Chairman as soon as said meeting is called to order.

FORM OF NOTICE

Referendum Notice No.
Serial No.

Arden, Del. 191
Date of Sending Out Notice

Under Article II (Section 1)
(Section 4) of the By-Laws of Arden I hereby notify you that
Cross Out One

a (Protest Referendum) has been demanded on the measure (Passed)
(Voted Referendum) (Proposed) at the
Cross Out One Cross Out One

BY-LAWS

Town Meeting held on.....by the vote of.....
and which measure was worded as follows:

(Insert Text of Measure)

A vote will be taken on this measure at the Town Meeting to be held on

..... Voting upon this measure can be
(Date)

done only by ballot, the ballot to consist of these "notices," signed by the voter in one or the other (not both) of the blank spaces provided below. If you cannot be present, have your signature witnessed by one registered voter of Arden, or attested by a notary, and send it in the enclosed official envelope, sealed, by mail or messenger to the Town Clerk. IF ANY PORTION OF THIS NOTICE IS DETACHED, THE BALLOT WILL BE VOID.

(Signed).....

Town Clerk

VOID IF DETACHED

FOR	

Signature of Voter

AGAINST	

Signature of Voter

Sign in one
or the other
of these
spaces, but
not in both.

.....
Witness, Registered Voter of Arden

.....
Notary

.....
Date

[Text of Article II, Section 1 and 4,
to be printed here in small type.]

3. Any measure carried by referendum vote shall not be repealed, except by a referendum vote.

4. The town meeting by a majority vote may submit any measure to a referendum vote. This shall be known as a "Voted Referendum." The procedure shall be the same as if a referendum were demanded by 20 protesting voters, as hereinbefore provided.

ARTICLE III: MEETINGS.

The regular meeting of the Ardenfolk shall be held at 8 P. M. on the first Monday of each month from May to October, inclusive, and on the first Saturday of each month from November to April. Special meetings shall be called by the Town Clerk upon a request in writing signed by at least fifteen voters in winter or thirty voters in summer. The Town Clerk shall then notify all registered voters of such special meetings, stating the time and object; provided that, if the date of meeting shall fall on a legal holiday, the meeting shall be held at 8 o'clock P. M. on the next following week day.

ARTICLE IV: OFFICERS.

The officers of Arden shall consist of:

A board of three Townsmen, who shall serve until their successors are elected.

A Town Clerk, who shall serve until his successor is elected.

An Accountant, who shall serve until his successor is elected.

A board of seven Assessors, who shall serve until their successors are elected.

A Registration Board of three members, who shall serve until their successors are elected.

A Chairman shall be elected at each meeting.

All officers and standing committees shall be elected by a majority vote of the registered voters present in town meeting, except the Board of Assessors, the Registration Board and the Townsmen, who shall be elected by preferential ballot.

ARTICLE V: DUTIES OF OFFICERS.

The Townsmen of Arden shall execute the will of the Ardenfolk as directed by town meeting. They shall have general supervision over all communal rights, property and affairs of Arden. They shall make allotment of lands to applicants as shown on the Town Clerk's books, first come first served, unless otherwise directed by the town meeting. One of them shall sign all orders on the treasury.

The Town Clerk shall conduct all general correspondence for the colony, and have charge of the same. He shall keep minutes of all meetings and submit them for approval or correction at the next meeting. He shall receive all applications for land and keep a record of same in regular order.

The Accountant shall receive all moneys for the Ardenfolk and receipt for same. He shall keep a ledger account and make written monthly reports of receipts, expenditures, resources and liabilities. He shall receive all bills against the Ardenfolk. He shall submit his accounts for auditing when requested, shall give such bond as may be required, and on the election of his successor give to him all the effects of the Ardenfolk in his possession.

At the April meeting the Chairman shall appoint a committee of three, who shall audit the accounts of the Trustees and all other accounts, and report same at the next regular meeting succeeding.

The Assessors shall make yearly assessments of the rental value of lands in Arden and report same to regular August meeting of the Ardenfolk, whose decision shall be final, subject to the legal rights of the leaseholders and the Trustees.

ARTICLE VI: CHANGE OF BY-LAWS.

These By-Laws may be amended by a majority vote of the registered voters present at any town meeting, provided that a written notice of the proposed change or changes shall have been given at a meeting at least 21 days previous. Any amendment thus proposed and adopted shall not take effect for ten days thereafter, during

BY-LAWS

which time said amendment shall be subject to the "Protest Referendum" as hereinbefore provided.

ARTICLE VII: RULES OF ORDER.

All meetings shall be governed by the rules of parliamentary practice according to Robert's Manual.

No person shall speak longer than five minutes at a time without extension of time by majority vote.

No person shall speak twice on the same motion while another who has not spoken desires to be heard.

Upon request, any question shall be decided by rising vote.

Business at special meetings shall be confined to the subjects mentioned in the call.

A vote by secret ballot shall be taken on any question if requested by ten qualified voters.

ARTICLE VIII. ORDER OF BUSINESS.

1. Election of Chairman.
2. Appeals on Voting List.
3. Submission of Referendum Ballots (if any).
4. Reading of Minutes.
5. Report of Trustees.
6. Report of Townsmen.
7. Report of Accountant.
8. Report of Standing Committees.
9. Report of Special Committees.
10. Reading of Communications.
11. Unfinished Business.
12. New Business.
13. Good and Welfare of Arden.
14. Adjournment.

*This Agreement, made this.....day of.....19....
witnesseth that.....leases from the Trustees
of Arden, the lot of Land in Arden, Brandywine Hundred, New Castle
County, Delaware, situated.....*

*.....numbered on Town Plan Plot.....
containing about.....square feet, for.....years, at a
yearly rental, payable in advance, on the Twenty-fifth day of March, of
\$. dollars to Twenty-fifth day of March, 19...., and there-
after of such Amount as shall be assessed against it. And the said assess-
ment shall equal as nearly as possible the full Rental Value of the Land,
excluding Improvements, and the Rentals so collected shall be expended
in the payment of all state and local taxes, so far as said rentals will suffice,
so that the Leaseholders shall be exempt and free of all direct local Taxation
to that extent, and thereafter for such Communal Purposes as are properly
Public in that they cannot be left to Individuals without giving them ad-
vantages over others.*

*And the said Lessee may terminate this Lease at the end of any year by
giving Sixty Days' Notice to the Trustees, and may remove, sell or other-
wise dispose of such improvements as.....ha.....upon the Land,
provided it be left in the same good condition as when the Lease began.
And the said Trustees or their Agent may terminate this Lease at any
time on Sixty Days' Notice if the Lessee shall fail to pay the Rent at the
times agreed upon, or if.....or any of whom.....responsible shall
hunt or fish on any of the Lands of Arden, or cut Timber without written
Leave from the Trustees, or fence in Woodland, or keep the Land in such
disorder as shall in the opinion of a Majority of the Town Meeting be in-
jurious to the rights of others.*

*And if no such Notice be given by the Lessee, the Trustees or their
Agent, this Lease shall continue from year to year upon the same Terms
as above, and all Rights and Liabilities herein given to or imposed upon
either of the Parties hereto shall extend to the Heirs, Executors, Adminis-
trators, Successors and Assigns of such Party.*

*In Witness Whereof, the said Parties have hereunto set their hands
and Seals.*

.....		 L.S.
Witness		 L.S.
.....	Trustees:	
Witness		
.....		

RAIFFEISEN GILD

FORM FOR ASSIGNMENT OF LEASE

For value received, I hereby assign, transfer and set over unto.....
his Executors, Administrators and Assigns, all my right, title and interest in the
within Lease. Witness my hand and seal this.....day of.....
A.D.....Signed, sealed in the presence of:

.....(L. S.)
We, the Trustees of Arden, hereby consent to and approve the foregoing assign-
ment of this Lease.

.....
.....
.....} Trustees.

RULES

NAME AND LOCATION.

This village credit union shall be called the Raiffeisen Gild and shall be located
at Arden, Delaware.

OBJECT.

The object of the Gild shall be to lend money to its members by utilizing their
credit through co-operation and the pledge of their unlimited liability in borrowing.

SECURITY.

The security of the Gild shall be the unlimited liability of each of its members
for all indebtedness incurred before or during his or her membership, which liability
is to be assumed by his or her heirs, executors and administrators.

MEMBERSHIP.

The membership shall consist of the original organizers and such leaseholders of
Arden and residents of Arden and its immediate neighborhood as shall be elected
by a unanimous vote of the Council, or, upon appeal, by a majority vote of the
Gild members.

A member may withdraw from the Gild at any time upon written notice to
the Council acknowledging his liability and that of his heirs, executors and adminis-
trators for indebtedness of the Gild incurred prior to his withdrawal.

A member may be expelled from the Gild by majority vote of the members
without release from liability of any kind, for non-payment of principal or interest,
or for conduct injurious to the credit of the Gild.

Or, if the Council notify, by registered letter, such a person that his or her name
will be dropped from the membership roll unless he or she signifies a desire to con-
tinue as a member of the Gild, and if proof of the delivery of such a letter is shown,
the Council may drop such a person from the membership roll at the expiration of
thirty days, without release from liability of any kind.

OFFICERS.

The officers shall consist of a Council of five, three Inspectors and a Clerk, to be
elected by the Gild, each officer to serve only until a successor is elected in his place.

The Council, all of whom shall be members of the Gild, shall elect one of their
number as Gild Master, shall meet at least once a month and upon the call of the
Gild Master, and shall borrow money upon their joint promissory note upon the
credit of the Gild, shall have charge of such money and make loans of same for such
time as they think good to such members as shall make written application, stating
amount and duration of loan desired and some productive purpose or saving to the

ARDEN

borrower which the Council approves, such loan to be secured by a six months' note signed by two satisfactory endorsers, together with such other security as the Council may require.

No money shall be borrowed for a longer time than three years.

The Council shall accept repayment of a loan or any portion of it at any time during its continuance at the option of the borrower.

The Council may recall a loan when any part of it is used otherwise than as arranged for or upon the expulsion of a member.

The Council shall make no loan except by unanimous vote and no loan to any officer except with the written consent of a majority of the members.

The Council shall collect from the borrowers their proportion of the expenses of management in excess of the income received by the Gild.

The Clerk, who need not be a member of the Gild, shall keep a roll of the members, a record of all meetings of Gild and Council, and a record of all moneys borrowed or lent and of all promissory notes.

The Inspectors, who need not be members of the Gild, shall appoint one of their number chairman and shall meet at least once every three months upon call of the chairman to examine business done by the Council, its minutes, its accounts, its loans and its compliance with the rules of the Gild, and shall report to the members at the annual meeting, and at any other time upon written request of one-third of the members.

MEETINGS.

The Annual Meetings of the Gild shall be held during the first week in March upon call of the Gild Master. Special meetings shall be called by the Gild Master upon written request of one-third of the members.

LIABILITY.

These rules and such alterations and additions thereto as shall be made by majority vote of the members present at a meeting of which one week's due notice shall be given shall bind the Gild and its members individually and all persons claiming through them respectively, to the same extent as if each member had subscribed his or her name and affixed his or her seal thereto, and as though the rules contained a covenant on the part of himself or herself and his or her heirs, executors and administrators.

RESERVE FUND.

No part of the funds of the Gild shall be divided as profit, bonus, dividend or otherwise among the members. Any surplus accruing after payment of running expenses and salary of Clerk shall be carried as a Reserve Fund. If any loss be incurred by the Gild, the members may vote such amount as they think desirable from the Reserve Fund toward the payment thereof. In no case shall any part of the Reserve Fund be divided among the members, though it may be invested by the Council or loaned upon the same terms as other moneys of the Gild. In case of the dissolution of the Gild, by majority vote of the members or otherwise, the Reserve Fund shall be devoted to some useful purpose in the district in which the Gild belongs, by majority vote at the meeting at which the dissolution takes place, or after the dissolution takes place by those who were members of the last Council.

RAIFFEISEN GILD

APPLICATION FOR MEMBERSHIP

Arden, Delaware,

19

I, the undersigned, hereby apply for membership in the above-named Gild. I agree to make the payments required by its rules, and otherwise to be bound thereby.

Signature of Applicant

Occupation

Address

Signature of Witness

*Admitted a member of the Raiffeisen Gild of Arden this
day of 19 .*

*Gildmaster
Clerk*

Raiffeisen Gild of Arden

Arden, Delaware,

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As a Member of the Raiffeisen Gild of Arden I hereby
 apply for a loan of _____ Dollars (\$
 subject to the rules of the Gild.

I would like to repay this loan in instalments of _____ Dollar
 every six months and the balance at the end of _____ per

The purpose for which I desire the loan is

I offer as sureties the two endorsers named below

Signature

Address

Occupation

Endorsers.

First Endorser
 Signature

Second Endorser
 Signature

Address

Address

Occupation

Occupation

Received

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Approved

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BUILDING AND LOAN ASSOCIATION

BOND AND WARRANT

KNOW ALL MEN BY THESE PRESENTS, That
held and firmly bound unto Arden Building and Loan Association, in the sum of
current lawful money of the
United States of America, to be paid to the said Arden Building and Loan Association, its certain attorney, successors or assigns, to which payment well and truly
to be made do bind
heirs, executors and administrators, jointly and severally, for and in the whole,
firmly by these presents. Sealed with seal.
Dated the day of in the year of
our Lord one thousand nine hundred and

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden
heirs, executors
or administrators, jointly and severally or any of them, shall and do well and truly
pay, or cause to be paid unto the above named Arden Building and Loan Association,
its certain attorney, successors or assigns, the just and full sum of
lawful money as aforesaid, at any time within
ten years from the date hereof, together with interest thereon payable monthly,
at the rate of one-half per cent per month, and together with all fines, imposed by
the By-Laws of said Association, and a monthly premium of

Dollars for the same, payable monthly at the regular
monthly meetings of the Board of Directors of said Association each and every month
hereafter, and shall also well and truly pay or cause to be paid unto the said Association,
its successors or assigns the sum of

Dollars at the said regular monthly meetings of the Board of Directors of
said Association each and every month hereafter, as and for the monthly contributions on the
shares of the capital stock of said Association now
owned by the said Borrower and assigned to said Association as collateral security;
and shall also pay or cause to be paid to the said Association, its successors or assigns,
on or before the Twenty-fifth day of March of each and every year, the full rental
assessed against the lot or piece of ground the Lease whereof has been assigned to
said Association as collateral security; provided, however, and it is hereby expressly
agreed, that, if at any time default shall be made in the payment of the said principal
money when due, or of the said interest, or of the said fines, or of the said monthly
premium, or of the said monthly contribution on said stock, for the space of six
months after any payment thereof shall fall due, or in the prompt and punctual
payment of the aforesaid rental, on or before the Twenty-fifth day of March, of
each and every year, then and in such case the whole principal debt aforesaid shall,
at the option of the said Association, its successors or assigns, immediately there-
upon become due, payable and recoverable, and payment of said principal sum and
of interest, and of fines, and of all monthly premiums due thereon, as well as any
contribution on said shares of stock then due, may be enforced
and recovered at once, anything hereinbefore contained to the contrary thereof
notwithstanding; without any fraud or further delay, then the above obligation
to be void, or else to be and remain in full force and virtue:

PROVIDED, however, and it is hereby expressly agreed that if any action, suit,
matter or proceeding be brought for the enforcement of this bond, and if the
plaintiff or lien holder in said action, suit or proceeding shall recover judg-
ment in any sum, such plaintiff or lien holder shall also recover

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as reasonable counsel fees per centum of the amount decreed for principal and interest, which said counsel fees shall be entered, allowed and paid as a part of the decree or judgment in said action, suit or proceeding; and do hereby authorize and empower any Clerk, Prothonotary or Attorney of any Court of Record in America or elsewhere, to appear for

heirs, executors or administrators at the suit of the said Arden Building and Loan Association, its successors or assigns, on the above obligation, as of any term or time prior or subsequent to the date hereof, and thereupon to confess judgment for the above sum of

Debt, besides cost of suit and counsel fees as above provided by *Non Sum Informatus, Nihil Dicit* or otherwise, with stay of execution until the day of payment; and

do hereby for heirs, executors or administrators remise, release, and forever quit claim unto the said Arden Building and Loan Association, its certain attorney, successors and assigns, all and all manner of error or errors, misprisons, misentries, defects and imperfections whatever, in the entering of the said judgment, or any proceeding thereon, or thereto, or anywise touching or concerning the same.

Sealed and delivered in the presence of

} S. }

} S. }

STOCK TRANSFER

KNOW ALL MEN BY THESE PRESENTS, That I,

, for value received, do hereby irrevocably constitute and appoint Frank Bechtel, Jr., to be my true and lawful attorney, for me and in my name and behalf to assign and transfer unto the Arden Building and Loan Association my shares in the Series of the said Association (Book No.) as security for a loan of Dollars, to transmit the order for the money to the counsel of said Association, to sign the By-Laws of said Association, and to do every and all acts necessary in the premises. And further, one or more persons under him to substitute with like power.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by seal this day of , A.D. 19 .

Signed and sealed in the presence of

} S. }

BUILDING AND LOAN ASSOCIATION

DEED FOR LEASE AND DWELLING HOUSE INDENTURE

KNOW ALL MEN BY THESE PRESENTS, That I, of Arden, Delaware, for and in consideration of the sum of One Dollar and other good and valuable considerations to me in hand paid and delivered by Arden Building and Loan Association, a Delaware Corporation, of the same place, the receipt whereof is hereby acknowledged, have bargained, sold, released, assigned, transferred, granted, confirmed, conveyed and set over, and by these presents do bargain, sell, release, assign, transfer, grant, confirm, convey and set over unto the said Arden Building and Loan Association, its successors and assigns, ALL THAT CERTAIN Lease from The Trustees of Arden to (duly assigned to the said) of ALL THAT CERTAIN lot or piece of ground SITUATE in the Village of Arden, Brandywine Hundred, New Castle County, State of Delaware, on the side of Lane West of Lane, being lot No. on the Village Plan of said Village of Arden, CONTAINING about square feet, said Lease being dated 19 , for ninety-nine years; AND ALSO ALL THAT CERTAIN building or Dwelling-House which is now located on said lot or piece of ground, and all additions and improvements built and made thereto and therein, together with the other improvements located thereon, together with all the improvements, rights, liberties and appurtenances thereunto in any wise belonging or appertaining.

TO HAVE AND TO HOLD all and singular the said goods and chattels, lease, improvements, dwelling-house, buildings and every of them by these presents bargained, sold, released, assigned, transferred, granted, confirmed, conveyed and set over unto the said Arden Building and Loan Association, its successors and assigns, to and for its and their own proper use, benefit and behoof forever.

AND THE SAID , for himself, his heirs, executors, administrators and assigns, unto the said Arden Building and Loan Association, its successors and assigns, from and against all persons whomsoever shall and will WARRANT and forever DEFEND the same by these Presents.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this day of , A.D. 19 .

Signed, sealed and delivered in the presence of } { S. }

State of Pennsylvania, } ss.
County of Philadelphia }

BE IT REMEMBERED, that on this day of (19), in the year One Thousand Nine Hundred and Twenty- before me, the subscriber, a Notary Public for the State of Pennsylvania, residing in the City of Philadelphia, personally came one of the parties to the foregoing Deed, known to me personally to be such, and he did acknowledge this Indenture to be his voluntary act and deed.

GIVEN under my hand and seal of Office day and year aforesaid.

AGREEMENT

WITNESSETH THAT:—

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BUILDING AND LOAN ASSOCIATION

all fines, imposed by the By-Laws of said Association, and a monthly premium of _____ for the same, payable at the regular monthly meetings of the Board of Directors of said Association each and every month hereafter, and shall also well and truly pay or cause to be paid unto the said Association, its successors or assigns, the sum of _____ Dollars at the said regular monthly meetings of the Board of Directors of said Association each and every month hereafter, as and for the monthly contribution on the _____ shares of the capital stock of said Association, now owned by the said Borrower, and assigned as aforesaid; and shall also pay or cause to be paid to the said Association, its successors or assigns, on or before the Twenty-fifth day of March, of each and every year, the full rental assessed against the aforesaid lot or piece of ground; provided, however, and it is hereby expressly agreed, that if, at any time, default shall be made in the payment of the said principal money when due, of the said interest, or of the said fines, or of the said monthly premium, or of the said monthly contribution on said stock, for the space of six months after any payment thereof shall fall due, or in the prompt and punctual payment of the aforesaid rental on or before the Twenty-fifth day of March, of each and every year, then and in such case the whole principal debt aforesaid shall, at the option of the said Association, its successors or assigns, immediately thereupon become due, payable and recoverable, and payment of said principal sum and of interest and of fines, and of monthly premiums due thereon, as well as any contribution on said _____ shares of stock then due, may be enforced and recovered at once, anything hereinbefore contained to the contrary hereof notwithstanding; then and in that case, the Borrower having complied with all the aforesaid conditions and stipulations, the said Association shall convey, transfer, assign and set over unto the said Borrower, his heirs, executors, administrators and assigns, the aforesaid Lease, Building, Dwelling-House and Improvements.

IT IS HEREBY FURTHER EXPRESSLY AGREED THAT while said loan or any portion thereof remains owing to the Association, and provided that the Borrower complies with all the aforesaid conditions and stipulations, the said Borrower shall have the right to occupy said lot or piece of ground, Dwelling-House and buildings, and it shall be the duty and obligation of the said Borrower, his heirs, executors and administrators, to keep the said lot or piece of ground, Dwelling-House and buildings and improvements in good order, condition and repair, at his and their own expense.

On the breach of any of the aforesaid conditions and stipulations, the Borrower hereby expressly agrees, for himself, his heirs, executors and administrators, within thirty days after receiving written notice from the Association, to remove from and vacate said lot or piece of ground, Dwelling-House, buildings and improvements.

WHENEVER, under the terms and conditions of this agreement, the aforesaid principal debt or any balance thereof shall become due, payable and recoverable, the Association shall have the right, after having advertised notice thereof once a week for three successive weeks in at least one newspaper published in the County of New Castle, State of Delaware, and after having served a written notice thereof on the Borrower, his heirs, executors or administrators, not less than three weeks before the date of said sale, to sell said lease, Dwelling-House, buildings and improvements, at public sale to the highest bidder; with the right on the part of the Association to become the purchaser of said property at said sale, free and discharged of and from all trusts; and out of the proceeds of said sale to repay unto itself the said principal sum or any balance thereof then due, together with all interest, premiums and fines, and together with all costs, expenses and counsel fees incurred or expended

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by it in connection with said sale, proceedings and transaction. The balance of said proceeds, if any there be, shall be paid to the said Borrower, his heirs, executors or administrators.

IN WITNESS WHEREOF, the said Association has caused this agreement to be signed by its duly authorized officers and attested with its corporate seal, and the said Borrower has hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed and delivered in the presence of

Arden Building and Loan Association

By

President

Attest

Secretary
WS.W

FORM OF SUBSCRIPTION FOR SHARES

I hereby subscribe to.....Shares of the.....
 Series of the *Arden Building and Loan Association*, beginning.....
 Name.....
 Book No.....Address.....
 Amount Paid, \$.....

Shares \$1.00 each per month, and 25 cents per share Entrance Fee (payable only once).

ANNUAL REPORT

of the

ARDEN BUILDING AND LOAN ASSOCIATION

July 1, 1926—June 30, 1927

Assets

Mortgage loans.....	\$ 83,120.38
Stock loans.....	12,207.02
Cash not deposited in bank.....	3.00
Cash in bank.....	1,697.89
Fixtures.....	35.00
Dues delinquent.....	2,314.72
Interest, fines and premiums delinquent.....	1,663.10
Accounts receivable.....	173.73

Liabilities

Installment stock, dues.....	\$ 64,110.00
Dues paid in advance.....	225.44
Interest paid in advance.....	28.52
Borrowed money.....	18,400.00
Interest on borrowed money.....	30.00
Contingent fund.....	370.06
Accrued rental.....	15.00
Earnings due shareholders.....	18,035.82

\$101,214.84	\$101,214.84

FINANCIAL STATEMENT, LOAN ASSOCIATION

Receipts

Cash in bank.....	\$ 758.04
Dues.....	15,898.47
Interest.....	4,456.34
Premiums.....	940.50
Fines.....	369.43
Admission fees.....	80.25
Money borrowed.....	5,150.00
Mortgage loans repaid.....	5,086.92
Stock loans repaid.....	1,886.00
Miscellaneous.....	63.00
Note of S. N. Levy, discounted at Security Trust Co.....	3,500.00
Stock transfers.....	917.67
Cash over.....	62.86

Disbursements

General expenses.....	\$ 231.73
Salaries of officers.....	275.20
Interest on borrowed money.....	895.48
Borrowed money repaid.....	4,250.00
Mortgage loans on stock shares.....	21,792.91
Stock loans.....	3,456.00
Withdrawals—dues.....	4,418.00
Withdrawals—interest.....	391.62
Miscellaneous.....	63.00
Discount on note of Levy.....	103.25
Transfers of stock.....	917.67
Cash on hand and in bank.....	1,874.62
	\$38,669.48 \$38,669.48

INSTALLMENT STOCK ACCOUNT

<i>Series</i>	<i>Number Shares</i>	<i>Paid per Share</i>	<i>Profit per Share</i>	<i>Present Value per Share</i>
1st	78	\$114.00	\$57.14	\$171.14
2nd	28	108.00	50.73	158.73
3rd	12	102.00	44.72	146.72
4th	39	96.00	39.14	135.14
5th	85	90.00	33.90	123.90
6th	46	84.00	29.06	113.06
7th	8	78.00	24.65	102.65
8th	16	72.00	20.59	92.59
9th	50	66.00	17.01	83.01
10th	79	60.00	13.72	73.72
11th	102	54.00	10.89	64.89
12th	89	48.00	8.47	56.47
13th	59	42.00	6.40	48.40
14th	120	36.00	4.65	40.65
15th	53	30.00	3.19	33.19

ARDEN

16th	83	\$24.00	\$2.01	\$26.01
17th	160	18.00	1.11	19.11
19th	181	12.00	.49	12.49
19th	114	6.00	.12	6.12
	<u>1402</u>			

FINANCIAL STATEMENT OF THE ARDEN WATER COMPANY

BALANCE SHEET AS OF JUNE 30, 1927

Assets

Cash.....	\$ 24.56
Accounts receivable.....	715.14
Notes receivable.....	25.50
Sinking fund.....	2,527.70
Stock subscriptions.....	1,050.00
Jobbing supplies.....	383.70
Office equipment.....	53.99
Operating plant:	
Buildings.....	\$ 4,114.87
Pumping plant.....	10,817.31
Mains.....	13,652.44
Machinery.....	2,690.40
Equipment.....	793.28
Water supply.....	1,992.98
Filters.....	619.68
Master meters.....	325.47
Tanks.....	2,801.33
Total.....	\$37,807.76
Less reserve for depreciation.....	4,267.94
Net value of plant.....	\$33,539.82
Deferred charges:	
Deferred annuity interest.....	\$ 7,460.80
Prepaid rental.....	53.87
Bond discount.....	521.69
Experimental work.....	68.10
Total.....	8,104.46
Deficit.....	815.94
	<u>\$47,240.81</u>

Liabilities

Accounts payable.....	\$ 387.5
Notes payable.....	1,375.0
Loans payable.....	1,250.0
Dividends payable.....	27.5
Subscriptions to stock.....	1,050.0
Bond interest payable.....	147.0
Mortgage payable.....	1,500.0

ANNUAL REPORT ARDEN WATER COMPANY

Bonds payable.....	\$ 4,900.00
Annuities payable.....	21,643.88
Capital stock.....	14,960.00
	<u>\$47,240.81</u>

PROFIT AND LOSS STATEMENT For year ending June 30, 1927

<i>Income</i>	
Water service.....	\$ 5,882.18
Less water service discount.....	493.76
Net income from water service.....	<u>\$ 5,388.42</u>
Interest on investments.....	120.79
Miscellaneous income.....	<u>45.04</u>
Gross income.....	<u>\$ 5,554.25</u>
<i>Expenses</i>	
Pumping wages (13 months).....	\$ 1,451.10
Interest paid.....	1,490.73
Secretary's salary.....	480.00
Repairs.....	218.21
Sundries.....	765.17
Bond discount.....	83.32
Depreciation.....	1,016.58
Total expense.....	<u>\$ 5,505.11</u>
Net income.....	<u>49.14</u>
<i>Reconciliation of Surplus</i>	
Surplus July 1, 1926.....	\$ 191.28
Net income for the 12 months to June 30, 1927.....	<u>49.14</u>
Total.....	<u>240.42</u>
Deductions from surplus:	
Adjustment of inventory.....	\$161.01
Dividends paid.....	842.85
Adjustment of capital stock.....	<u>52.50</u>
	<u>1,056.36</u>
Deficit June 30, 1927.....	<u>\$ 815.94</u>

BY-LAWS OF THE ARDEN CLUB Approved August 25, 1927

ARTICLE I: NAME.

The name of this corporation is The Arden Club.

ARTICLE II: OFFICE.

The principal office of the corporation shall be at Arden, Brandywine Hundred, New Castle County, Delaware.

ARTICLE III: SEAL.

The corporate seal of the Club shall have inscribed thereon the name of the Club, the year of its incorporation, and the words "Corporate Seal, Delaware."

ARDEN

ARTICLE IV: MEMBERSHIP.

Section 1. Membership in the Club shall be limited to leaseholders in Arden, their immediate families, and those who shall have resided in Arden, or within one (1) mile of Arden, for more than three of the twelve (12) months preceding their application, and to such other persons as shall be admitted by a 2-3 vote of the Board of Directors. Whenever the Senior membership numbers two hundred (200) there shall be no further accessions to the membership except as provided in Section 4 of this article.

Section 2. Members sixteen (16) years of age or older shall be Senior members. Those under sixteen (16) years of age shall be Junior members.

Section 3. All applications for membership shall be submitted in writing to the Board of Directors, and shall be accompanied by one year's dues.

Section 4. The Board shall admit to membership without form of election any applicant who, at the time of application is a leaseholder, or a member of a leaseholder's immediate family, or who has been a resident in Arden for six (6) of the twelve (12) preceding months; but this provision shall not apply to persons who shall have resigned or been expelled from the Club subsequent to the adoption of this by-law.

Section 5. Resignations must be presented in writing to the Secretary, who shall accept the resignation of any member not indebted to the Club.

Section 6. Any member may be expelled or suspended for the wilful infraction of any Club rule, or for conduct unbecoming to a member, by a two-thirds (2-3) vote of all the directors of the Club; provided, however, that before final action is taken the accused member shall be given seven (7) days' notice and an opportunity for a hearing.

ARTICLE V: OFFICERS AND COMMITTEES.

Section 1. The officers of the Club shall be a President, a Vice-President, a Secretary, and a Treasurer, who, with seven (7) other directors, shall constitute the Board of Directors. The officers and directors shall be elected by written ballot in the order named at the annual meeting of the Club, and shall hold office for one year, or until their successors are elected and qualified.

The terms of officers and directors shall begin on the first Thursday after Labor Day.

Section 2. Any vacancy in the officary of the Club shall be filled by the Board of Directors for the unexpired term.

Section 3. Any officer or director may be recalled by a majority vote of the members at a special meeting of the Club, provided written notice of such proposed recall, signed by at least fifteen (15) members, shall be filed with the secretary of the Club, and a copy of the notice served upon the officer or director affected, at least fourteen (14) days before the meeting at which the proposed recall is to be presented for action.

Section 4. The duties of the President, Vice-President, Secretary and Treasurer shall be those usually attached to their respective offices, and otherwise as determined by the Board of Directors. The President and Secretary, respectively, shall be Chairman and Secretary of the Board of Directors.

Section 5. The property and business of the Club shall be managed by the Board of Directors, which, in addition to the powers and authority expressly conferred upon it by these by-laws, may exercise all such powers and do all such things

BY-LAWS OF THE ARDEN CLUB

as may be exercised or done by the corporation in accordance with the laws of the state, the charter of the Club, these by-laws and the majority vote of the Club members at any regular or special meeting, a quorum being present when the vote is taken; provided, however, that for any action of the Board, other than a motion to adjourn in the absence of a quorum, at least six (6) affirmative votes shall be necessary.

Section 6. No money or funds of the Club shall be expended, and no indebtedness incurred, except with the approval of the Board of Directors, or as authorized by it.

Section 7. Regular meetings of the Board of Directors shall be held at least once a month, at a time and place to be fixed by the Board.

Section 8. Special meetings of the Board of Directors shall be called by the President, on his own motion or at the request of three (3) directors, by giving at least three (3) days' notice to each member of the Board.

Section 9. The President shall appoint the following committees, at least one member of each committee to be a member of the Board:

A Membership Committee, to have full charge of applications for Club membership.

A Finance Committee.

A House Committee, to have charge of all Club properties, and to enforce the rules relating to the Gild Hall.

A Building Committee, to supervise construction and repairs.

The Board of Directors may also authorize the appointment of such other committees as it sees fit. All committees shall be responsible to the Board.

ARTICLE VI: GILDS.

Section 1. Any group of Club members may, with the consent of the Board of Directors, organize a Gild. Each Gild may determine its membership, activities, and finances, and elect its Gildmaster and other officers, and shall file with the Secretary of the Club, monthly or whenever requested by the Board of Directors, a record of its membership and officers, and a report of its activities and settlement of its finances.

Section 2. Each Gild shall promote interest in its special field and co-operation among its members. The Gild may be called upon by the Club to perform any general service included in the jurisdiction of the Gild.

All members of the Gilds shall be members of the Club; but any Gild shall have the privilege of employing or otherwise securing the services of others. Such persons shall not be entitled to any of the Club privileges.

Section 3. Each Gild shall have jurisdiction over such Club properties as relate exclusively to its special activity. Title to Gild properties shall be in the Club. In all matters pertaining to the use of other Club property or the name of the Club, the Gild shall obtain the consent of the Board of Directors.

Section 4. The Gildmasters shall constitute a Gildmasters' Council, which shall determine its own times of meeting, to co-ordinate and further the work of the Gilds, and, with the Board of Directors, to promote the social and artistic activities of the Club.

ARTICLE VII: MEETINGS.

Section 1. There shall be an annual meeting of the Club each year.

The annual meeting (of the Club), of which all members shall receive due notice

ARDEN

in writing, shall be held during the fourth week in August, at 8.00 p. m., in the Gild Hall. Admission to the annual meeting shall be limited to Senior members in good standing. The order of business shall be:

1. Reading the minutes.
2. Report of the Board of Directors.
3. Budget.
4. Election of officers and directors.

Provided, however, that if the election is not in progress before 10.00 p. m., the regular order of business shall be suspended, and the election held forthwith.

5. Recommendations to the Board of Directors.
6. Reports of Gilds.
7. Good and welfare of the Club.

Section 2. Special meetings of the Club shall be called by the President on his own motion, or at the request of the Board of Directors, or of fifteen (15) members of the Club. At least ten (10) days in advance of any special meeting, the Secretary shall send to each member a written notice of the time and place of the meeting and the purpose for which called.

Section 3. The voting power shall be confined to Senior members.

Section 4. Twenty per cent of the Senior members of the Club in good standing shall constitute a quorum.

ARTICLE VIII: DUES.

Section 1. The annual dues shall be: for Senior members, six (6) dollars; for Junior members over twelve (12) years of age, three (3) dollars; for Junior members under twelve (12) years of age, fifty (50) cents. Dues shall be payable January 1; but the Board of Directors may defer the collection of not more than one-half the amount until June 1.

Section 2. Any member whose dues are in arrears after June first shall be suspended from membership until such dues shall be paid.

Section 3. Members joining the Club after January 1 shall pay dues for the calendar year, except those joining after September 1, who shall be required to pay only one-half the amount for that year.

ARTICLE IX: BUDGET.

At the annual meeting of the Club the outgoing Board of Directors shall submit a budget based on the estimated revenue for the ensuing twelve (12) calendar months. The Club may then recommend changes for the guidance of the new Board.

ARTICLE X: GUESTS.

Section 1. Each Senior member of the Club shall be entitled to purchase guest-admission tickets in such quantities and at such prices as may be fixed from time to time by the Board of Directors. Only those persons shall be admitted to the Gild Hall as guests who are ineligible to membership and who are visiting Arden at the expense of a member of the Club.

Section 2. No other non-members shall be permitted to use the Gild Hall except on such occasion as the Board of Directors may specifically designate.

ARTICLE XI: AMENDMENTS.

These by-laws may be amended by an affirmative vote of seven (7) directors, except that no change, amendment, or alteration affecting the provisions relating to

FINANCIAL STATEMENT OF THE ARDEN CLUB

the recall of officers or directors, or relating to the annual or special meetings of the Club, or relating to this provision, shall become effective without the consent of all the members of the Board. No amendment shall be adopted until at least two weeks after its presentation. And no amendment shall become effective until fifteen (15) days after it shall have been posted in a public and convenient place in or at the Gild Hall; provided that if during that time fifteen (15) members of the Club shall request the President of the Club to call a special meeting to consider the proposed amendment, the President shall call such meeting, and the Board of Directors shall be bound by a majority vote thereof, a quorum being present when such vote is taken. Fifteen (15) members of the Club may by written petition to the President of the Club present an amendment to the by-laws, and the President shall submit the proposed amendment to the Board of Directors at its next regular meeting or at a special meeting, and shall cause to be posted the minutes of the Board's consideration thereof; and the Board's action shall stand unless within fifteen (15) days from the time of posting said notice fifteen (15) members of the Club shall request the President to call a special meeting to consider the proposed amendment, in which case the Board of Directors shall be bound by a majority vote thereof, a quorum being present when said vote is taken.

FINANCIAL STATEMENT OF THE ARDEN CLUB

For the year 1926-27

August 20, 1927

<i>Receipts</i>	
Balance in bank.....	\$ 209.17
Sundries.....	143.74
Dues ¹	1,347.35
Gild receipts.....	410.97
Door receipts.....	1,318.44
Borrowed money.....	1,570.00
Rent.....	69.00
	\$ 5,068.67
<i>Disbursements</i>	
Sundries.....	\$ 104.37
Equipment.....	832.32
General expense.....	1,467.52
B. & L. dues.....	939.37
Paid loans.....	1,025.00
Interest ²	625.35
Cash in bank.....	74.74
	\$ 5,068.67

¹ This amount for dues is according to books which are kept on a fiscal year basis. Dues, however, are based on calendar year and above amount includes \$408.00 of 1926.

² The interest on bonds, on account of late annual meeting, is above normal years' amount.

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BALANCE SHEET OF ARDEN CLUB

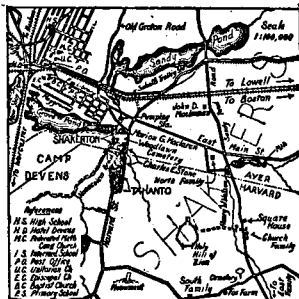
<i>Assets</i>		
Gild Hall.....	\$20,000.00	
Fixtures, costumes, etc.....	3,000.00	
Stock Arden Water Co.....	100.00	
Value of B. & L. shares (61).....	3,935.00	
Rents due to Club:		
Arden Water Co.....	9.00	
Arden B. & L. Association.....	24.00	
Arden Town Meeting.....	85.00	
Cash in bank.....	74.74	
		\$27,227.74
<i>Liabilities</i>		
B. & L. loans.....	\$ 4,000.00	
Outstanding bonds.....	8,540.00	
Bank loan.....	200.00	
Trustees of Arden.....	500.00	
Raiffeisen Gild.....	200.00	
Back due B. & L.....	508.50	
McCauley & Son.....	122.69	
Bond interest due.....	312.00	
Net worth.....	12,844.55	
		\$27,227.74

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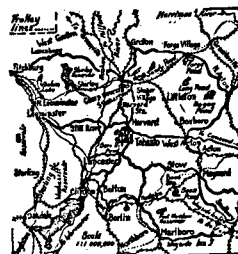
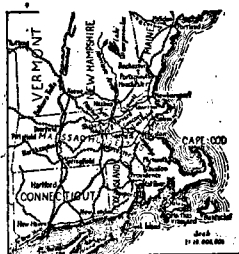
COMPUTATION OF THE TRUE ECONOMIC RENT

(The figures hereunder, so far as obtainable, are for the year 1926)

Rent of Arden, $\$8,761 \div 241$ (estimated population)		\$36.35
United States: Internal revenue	\$2,836,772M	
Customs	579,717M	
	<u>\$3,416,489M</u>	
$\$3,416,489M \div 118,857M$ (population)		\$28.74
Delaware:		
Income taxes	\$ 842M	
Other revenue from taxation	3,808M	
	<u>\$ 4,650M</u>	
$\$4,650M \div 240M$ (population)		19.37
New Castle County:		
Levy on Arden, $\$255 \div 241$		13.51
		<u>\$61.62</u>
Less taxes:		\$97.97
Refunded by Arden	\$ 968	
County tax	3,255	
	<u>\$4,223</u>	
$4,223 \div 241$		17.52
		<u>\$80.45</u>
$\$17.52$ is 28 per cent of $\$61.62$, which means that the Trustees assume 28 per cent of the total taxes.		
If higher prices equal four times the customs, than add $\$2,318,868M \div 118,857M$		
		19.51
True economic rent		\$99.96
The true economic rent may also be computed as follows:		
Per capita federal taxes:		
Internal revenue	\$23.86	
Customs	4.88	
	<u>28.74</u>	
Per capita Delaware tax		19.37
Per capita County tax		13.51
Levy by Arden		36.35
		<u>\$97.97</u>
Less refunds and County tax		17.52
		<u>\$80.45</u>
Allowance for higher prices, as above		19.51
		<u>\$99.96</u>
True economic rent		\$99.96
The economic rent, estimated on the basis of a hectare, is \$185.98; on the basis of an acre, \$75.77.		



*Maps showing location of Enclaves of
Tahanto and Shakerton
Drawn by Marjorie Wilson*



TAHANTO

The first application of the single-tax in Massachusetts was made on June 9, 1909, when two lots of land in Harvard were leased by the owner to Ellen Mongovin for the economic rent. Harvard is a country town of picturesque hills and valleys, adjoining the railroad centre of Ayer. It is about 32 miles west of Boston, with which a state road connects it, and about 25 miles northeast of Worcester. To the two lots originally leased others were added, until, in less than three years (April 15, 1912), 166 acres were under single-tax, occupied by eight tenants who paid a total rent of \$575. At that time the title to the land passed to Lewis Jerome Johnson, William L. Price and Fiske Warren, as Trustees of the enclave of Tahanto.

The acreage of the enclave has expanded until at the present time (1928) 687 acres are included. About four-fifths of the lessees use Tahanto only for residence, usually in the summer, while the others make their living on the premises. Ten of the buildings are supplied with electricity and water by an electric light plant and water-works, all privately owned.

Tahanto lies on the shore of a lake covering 500 acres, and has an altitude varying from 320 to 600 feet; an isolated section adjoins Shakerton. The higher elevations afford wide and attractive views. The lake furnishes opportunity for boating and canoeing, fishing, bathing, and, in the winter, for skating. An island with an area of one and a half acres, on which are six cottages, belongs to the enclave. The products of Tahanto are boxes, lumber, and notably apples, Harvard having the reputation of being one of the two or three best apple towns in the state.

As the deed of trust provides that the community cannot be organized until ten lessees have signed the constitution, organization was not effected until September 22, 1917, entire responsibility having previously resided in the Trustees.

An interesting feature of Tahanto is its rent-charges, a policy adopted to facilitate the purchase of additional land. A rent-charge is an obligation resting on the total rent of the enclave, bearing interest at about 7.1 per cent, and running for 100 years. When an individual holds rent-charges yielding annually \$100 or more, deci-annual payments are made, that is, the payments come ten times a year at certain specified

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dates. If the income is less than \$100, payments are made on one or more of these dates. A peculiarity of a Tahanto rent-charge is that the income therefrom, while never less than \$10, may be added to, owing to a provision by which the fixed payments shall be increased by such amount as shall represent the decrease of the average purchasing power of money in a given year, the fact and amount of such decrease being in the determination of the Trustees.

The rent-charges outstanding March 31, 1927, amounted to \$1,980, the present worth of which, reckoned at six per cent, was \$32,986. The capitalized rent for the year in question was \$125,450. Applying the rule stated in the Declaration of Trust, Article Third 4 A (page 144), the borrowing power was \$108,377. The total annual obligations of the Trustees on the above date under annuities, together with loan, reckoned at six per cent, had a present worth of \$48,455, which is 45 per cent of \$108,377.

The town of Harvard in its tax levy includes the amounts assessed against it by the state and county. The Trustees of Tahanto make direct payment of taxes on real estate, and refund all other taxes levied by the town. In the case of 14 lessees the taxes, direct and refunded, on real estate, personalty and polls exceed the rent. Beginning in 1917, and each year thereafter, a refund of part of the income taxes, both state and national, has been made. The refunding of income taxes has been objected to on the ground that, the money being paid out of a fund to which poor men having no taxable income contribute by reason of the rent they pay for their land, it is not just, as not being in proportion to their resources. But the principle of paying in proportion to ability to pay is the basis of the old system which single-tax is intended to supersede. To quote from one of the Trustees of Tahanto:

"The doctrine which we follow in refunding income taxes is that, until more is needed than the economic rent, all taxes are unjust. Economic rent we consider to be no tax at all, but simply public money in private hands representing site-value, the common property made by, and belonging to, society at large. In the same sense as money lies in a bank, this value lies in the hands of landlords, from whom to take it is no more a tax than it is a tax on a bank when a cheque is drawn against it. Before the war, and probably still, some German towns paid all their expenses out of the profits from the forests which they publicly owned. Thus the inhabitants were untaxed, and we hold that economic rent is of the same order, and that it belongs, not to the person paying it, but to the government, just as these forests did not belong to the inhabitants of the towns, considered privately, but to the public authority considered representatively. If that is so, then it follows inevitably that we ought to do what is feasible towards paying the income tax. We are engaged (1) in taking from private hands the public money there lodged, viz., economic rent; (2) in relieving all persons in the enclave of taxation so far as possible.

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"The argument for refunding the income tax is indeed simple. How can we ever substantially realize our aspiration of substituting a single tax for a multiplicity of taxes, unless we deal, among other taxes, with income taxes, which in 1920 constituted about 15 per cent of the taxes paid on the average by a citizen of Massachusetts. And, if we refund income taxes, how can we avoid, in making the refund, selecting as beneficiaries those who are members and reside in the enclave? The lightening of the income tax falls unequally. In order to restore the taxless condition, we need to refund with the same inequality."

By vote of the community, land under forests may be exempt from rent payment until the wood is cut, a provision which makes forestry practicable for the man of ordinary means.

The Rochdale Society of Tahanto was organized November 17, 1915, which, although its volume of business has been limited, has yet shown a constant profit. Dividends on purchases by members have been paid as follows: in 1919 four per cent, in 1920 five per cent, in 1921, 1922 and 1923 six per cent, in 1924 seven per cent, and since then eight per cent. The capital on November 1, 1927, was \$825.40. The Constitution, By-laws, etc., of the Society are practically the same as those of the Rochdale Society of Hallidon. (See pages 195-198).

In June, 1924, the Trustees of Tahanto conveyed to the Roman Catholic Bishop of Springfield one acre of land near the centre of Harvard, the deed providing that, if the land should cease to be used for the ecclesiastical purposes of the Roman Catholic Church, it would revert to the Trustees.

The assessed valuation of the real estate of Tahanto is \$140,875—land \$52,350 and buildings \$88,525.

The Trustees are R. F. Alfred Hoernlé, M. Phillips Mason and Fiske Warren; the Clerk is Lillian E. Taylor; the Treasurer is Charles W. Huntington; the Councilors are Roland B. Dixon, chairman, Alexander D. MacLennan and Wilfred Parkinson. The principle of proportional representation is used in the election of Councilors.

With Tahanto are associated the names of Wallace W. Atwood, Ph.D., president of Clark University; Roland B. Dixon, Ph.D., professor of anthropology, Harvard University, author of *Racial History of Man*; M. Phillips Mason, Ph.D., professor of philosophy in Bowdoin College; R. F. Alfred Hoernlé, S. B., professor of philosophy in the University of the Witwatersrand, Johannesburg, South Africa; Samuel Kirkland Lothrop, Ph. D. (Harvard), anthropologist, author of *Tulum*; G. O. Warren, author of two volumes of poems, *Trackless Regions* and *The Sword*.

The Sheep Island Associates, legally organized April 21, 1921, leases

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and controls for community purposes the land on Sheep Island not leased to individuals.

Eight bungalows have been built by the Worcester Girl Scout Council on land leased by it on the shore of the lake. The Trustees have since conveyed this land to the Girl Scout Council subject to a clause of reverter.

During 1927 a revival of Shaker Valley has been begun by Doctor Benjamin C. Woodbury, who has leased land in this old home of the Shakers. (See pages 158-160.)

The drawing of the legal documents for Tahanto, Halidon, Sant Jordi, and Shakerton was done by William H. Dunbar, Esq., of Dunbar, Nutter & McClennen, Boston, to whom acknowledgement is also due for other invaluable services.

The office of the Trustees is at Old Common, Ayer, Massachusetts; telephone call is Harvard 24 ring 11.

The growth of Tahanto is shown by the following table:

<i>Year</i> ¹	<i>Acres</i>	<i>Hectares</i>	<i>Actual</i>	<i>Gross Rent Basis of 1913</i> ²
1909	1	0.4	\$ 10	\$ 11
1910	2	5	66	69
1911	15	6	152	152
1912	15	6	180	191
1913	166	67	633	627
1914	490	198	753	753
1915	514	208	1,440	1,469
1916	514	208	2,512	2,487
1917	515	208	3,786	2,981
1918	517	208	2,665	1,506
1919	517	208	4,775	2,461
1920	546	221	4,819	2,339
1921	548	222	6,110	2,704
1922	611	247	6,753	4,594
1923	637	258	7,016	4,709
1924	647	262	6,852	4,449
1925	647	262	4,691	3,127
1926	680	275	5,407	3,401
1927	682 ³	276	7,527	4,985

See Appendix II for ratio of rent roll to real estate and taxes.

¹ Fiscal year ends March 31.

² This column gives rent in terms of the value of a dollar in 1913. See Appendix I.

³ 35.33 acres not under economic rent.

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FINANCIAL STATEMENT OF TRUSTEES
For Year Ending March 31, 1927

Receipts

Balance March 31, 1926.....	\$ 904.83
Rents.....	7,527.31
Interest.....	48.30
Loan.....	2,500.00
Waltham Savings Bank.....	197.00
Savings Bank interest.....	34.16
Rent-charges.....	1,407.00
	\$ 12,618.60

Expenses

Interest and amortization on debts for land purchased.....	\$ 2,086.43
Safe deposit vault.....	10.00
Interest.....	61.97
Taxes.....	3,006.83
Refunds.....	1,477.95
Payment to Council, balance of 1926.....	568.92
Land purchase.....	1,452.00
Loans paid.....	2,862.76
	\$ 12,526.86
Balance March 31, 1927.....	91.74
	\$ 12,618.60

BALANCE SHEET

Assets

Cash.....	\$ 140.31
Assessed valuation of land plus 24 per cent.....	51,894.00
	\$52,034.31

Liabilities

Rent-charges.....	\$32,986.05
Other contracts.....	9,570.89
Note.....	500.00
Reservation.....	11.14
Gifts.....	23.22
Lothrop land.....	5,804.76
Loan account.....	2,150.00
	\$51,046.06
Surplus.....	988.25
	\$52,034.31

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REPORT OF TREASURER OF COUNCIL

For Year Ending March 31, 1927

<i>Receipts</i>	
Balance, April 1, 1926.....	\$ 1,104.21
Savings Bank dividends.....	34.49
Cash from Trustees of Tahanto.....	568.92
	\$ 1,707.62
<i>Expenses</i>	
Fees for recording legal papers.....	\$ 18.51
Paid Town of Harvard.....	250.00
	268.51
Balance, March 31, 1927.....	1,439.11
	\$ 1,707.62

RENTAL ASSESSMENTS FOR YEAR ENDING MARCH 31, 1928, PAY- ABLE ON OR BEFORE APRIL 1, 1927, TO THE TRUSTEES OF TAHANTO

	<i>No. of Acres</i>	<i>Rate per Acre</i>	<i>Rent</i>
Wallace W. Atwood.....	5.83	\$19.01	\$ 110.83
Ellen P. Blodget.....	.78	50.28	39.22
William A. Briggs.....	.08	66.05	5.28
James M. Brough.....	13.76	7.35	101.14
D. Horace Cameron.....	83.39	1.73	144.26
Charles F. Chisholm.....	144.22	2.31	333.15
Charles F. Chisholm.....	.06	86.53	5.19
Charles A. E. Clark.....	.05	104.48	5.22
Philip E. Coyle.....	2.51	50.77	127.43
Ruth W. deLangis.....	3.51	20.62	72.38
Philip O. Dickson.....	6.80	23.33	158.64
Walter A. Dickson.....	.08	66.05	5.28
Roland B. Dixon			
Zodyul.....	13.40	45.73	612.78
Short Lease.....	.78	26.26	20.48
Francis Flynn.....	.25	21.79	5.45
Lyman H. Greenman.....	5.49	19.28	105.85
Alexander C. Lockhart.....	.06	87.16	5.23
Rachel Warren Lothrop			
Long Lease.....	9.16	33.56	307.41
Short Lease.....	3.00	26.26	78.78
Alexander Lozier.....	.37	15.07	5.58
Caroline I. Martens.....	1.61	7.40	11.91
Margaret C. Peabody Estate.....	2.65	16.38	43.41
Ruth C. Porter.....	.82	26.40	21.65
William C. Rugg.....	.06	87.16	5.23
Frederick St. John.....	39.90	3.24	129.28
Perley B. Sawyer.....	.09	58.68	5.28

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Sheep Island Associates.....	\$.96	\$40.44	\$38.82
Fiske Warren			
Barnard.....	17.69	8.08	142.94
Davis.....	1.10	19.01	20.91
Desmond.....	.99	42.01	41.59
Dickson.....	12.07	23.01	277.73
Eildonshiel.....	9.25	27.07	250.40
Forbes.....	3.83	19.01	72.80
Mongovin & Bowers.....	114.21	6.75	770.92
Repair Shop.....	1.91	29.30	55.96
Savage & Whitcomb.....	23.35	27.03	631.15
Stone Land.....	25.03	5.80	145.17
Tahanto Farm.....	102.78	30.48	3,132.73
Harriet T. G. Whitney.....	.19	33.60	6.38
	<u>\$652.07</u>	<u>\$12.35</u>	<u>\$8,053.84</u>
	35.33 ¹		
	<u>\$687.40</u>		
¹ Gooseneck.....	\$ 1.94		
Area in roadways.....	14.32		
Below high water.....	1.45		
Girl Scouts.....	16.62		
Roman Catholic Church.....	1.00		
			\$35.33

You are hereby notified to pay your rent as shown on the above schedule.
 Payments in advance will be credited with interest at the rate of 6% per annum.

Council of Tahanto { Roland B. Dixon, Chairman
 Alexander D. MacLennan
 Wilfred Parkinson

March 11, 1927.

MEMBERS

- Atwood, Harriet Towle Bradley, 160 Woodlawn St., Worcester, Mass.
- Atwood, Wallace W., 160 Woodlawn St., Worcester, Mass.
- Blodget, Ellen P., 85 Pinckney St., Boston, Mass. Tel. Haymarket, 3261.
- Blodget, William P., 85 Pinckney St., Boston, Mass.
- Briggs, Margaret G., 302 Payson Road, Belmont, Mass.
- Briggs, William A., 302 Payson Road, Belmont, Mass. Tel. Belmont, 1798-R.
- *†Cameron, D. Horace, Harvard, Mass. Tel. Harvard, 51-2.
- *†Cameron, Mildred, Harvard, Mass.
- Chisholm, Charles F., 150 Beach St., Revere, Mass.
- Chisholm, Jenny F., 150 Beach St., Revere, Mass.
- Clark, Charles A. E., 11 Adams St., Medford Hillside, Mass. Tel. Mystic, 4015-W.
- Clark, Mary E., 11 Adams St., Medford Hillside, Mass.
- Coyle, Edith W., 138 Mountfort St., Brookline, Mass.
- Coyle, Philip E., 138 Mountfort St., Brookline, Mass. Tel. Aspinwall, 5595.
- *†Currier, Richard A., Harvard, Mass.
- *†Currier, Edith M., Harvard, Mass.
- * De Langis, Arthur, Harvard, Mass.

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- * De Langis, Ruth Whitney, Harvard, Mass. Tel. Harvard, 19.
 - * Dickson, Marion A., Harvard, Mass.
 - * Dickson, Mertis, Harvard, Mass.
 - * Dickson, Walter A., Harvard, Mass. Tel. Harvard, 30.
 - * Dickson, Philip O., Harvard, Mass. Tel. Harvard 42.
 - * Dickson, Jennie A., Harvard, Mass.
 - *† Dixon, Roland B., Harvard, Mass. Tel. Harvard 98.
 - * Greenman, Lyman M., Harvard, Mass.
 - * Greenman, Elizabeth B., Harvard, Mass.
 - Lockhart, Alexander C., 70 School St., Belmont, Mass. Tel. Belmont, 1652.
 - Lockhart, Louise M., 70 School St., Belmont, Mass.
 - *† Lothrop, Rachel W., Harvard, Mass.
 - *† Lothrop, Samuel K., Harvard, Mass. Tel. Harvard, 77.
 - *† Lozier, Fred, Harvard, Mass. Tel. Harvard 51-11.
 - O'Connor, Thomas, 289 River St., Waltham, Mass.
 - *† Osgood, Margaret C., Harvard, Mass.
 - *† Parkinson, Ellen H., Harvard, Mass.
 - *† Parkinson, Wilfred, Harvard, Mass. Tel. Harvard, 98.
 - Peabody, Caryl, 197 Brattle St., Cambridge, Mass. Tel. University 0794.
 - Porter, Chester Arnold, 16 Norwood St., Winchester, Mass.
 - Porter, Ruth Carpenter, 16 Norwood St., Winchester, Mass.
 - Rugg, Alice L., 21 Cotting St., Medford, Mass.
 - Rugg, William C., 21 Cotting St., Medford, Mass.
 - *† St. John, Frederick, Harvard, Mass. Tel. Harvard, 8-12.
 - *† St. John, Olive, Harvard, Mass.
 - *† St. John, Perley, Harvard, Mass.
 - Sawyer, Florence M., Bolton, Mass.
 - Sawyer, Perley B., Bolton, Mass.
 - *† Warren, Fiske, Harvard, Mass. Tel. Harvard, 24-11.
 - *† Warren, Gretchen Osgood, Harvard, Mass.
 - Whitney, Harriet T. G., Harvard, Mass. Tel. Harvard, 19.
 - Willard, Ruth E., 10 Hall St., Leominster, Mass.
 - Woodbury, Benjamin C., 11 Marlborough St., Boston, Mass. Tel. Kenmore, 0928.
 - Woodbury, Gertrude O'Neill, 11 Marlborough St. Boston, Mass. Tel. Kenmore, 0928.
- * Registered voter in Harvard.
† Residing in Tahanto.

DECLARATION OF TRUST

As Amended May 3, 1926

WHEREAS, by Declaration of Trust dated April 15, A.D. 1912, and recorded with Worcester District, Massachusetts, Deeds, Book 1992, Page 245, Lewis Jerome Johnson of Cambridge, Massachusetts, William L. Price of Moylan, Pennsylvania, and Fiske Warren of Harvard, Massachusetts, declared certain trusts as to land referred to; and

WHEREAS, said Declaration of Trust by article seventh thereof reserved to the Trustees powers by instrument in writing executed by them and approved in writing

SECOND

DECLARATION OF TRUST

by a majority of the members of the Community of Tahanto in said Declaration of Trust referred to, to amend said Declaration of Trust, and

WHEREAS, the said Johnson resigned as Trustee by instrument in writing dated March 10, 1914, recorded in said Worcester Registry of Deeds, Book 2052, Page 546, and Mortimer Phillips Mason of said Harvard was appointed in his place by instrument in writing dated April 17, 1915, recorded in said Worcester Registry of Deeds, Book 2077, Page 268; and

WHEREAS, the said Price died October 14, 1916, and R. F. Alfred Hoernlé of Oxford, England, by instrument in writing dated June 12, 1917, recorded with said Worcester Registry of Deeds, Book 2134, Page 97, was appointed in his place; and

WHEREAS, the said Hoernlé, Mason and Warren, by virtue and in execution of the powers conferred upon them, did, on November 8, 1917, make an amendment of said Declaration of Trust, recorded with said Worcester Registry of Deeds, Book 2144, Page 210; and did, on December 31, 1924, make a further amendment, recorded with said Worcester Registry of Deeds, Book 2362, Page 241;

NOW THEREFORE, we, the said R. F. Alfred Hoernlé, Mortimer Phillips Mason, and Fiske Warren, by virtue and in execution of the powers conferred upon us, do hereby further amend said Declaration of Trust so that the same shall read as follows:

DECLARATION OF TRUST

*Recorded with Worcester District Registry of Deeds
Book 1992, Page 245*

WHEREAS, certain real estate in the town of Harvard, Massachusetts, has by deed of even date herewith been conveyed by Austin T. Wright, of Cambridge, Massachusetts, to Lewis Jerome Johnson of Cambridge, Massachusetts, William L. Price of Moylan, Pennsylvania, and Fiske Warren of Harvard, Massachusetts, as joint tenants and not as tenants in common; and

WHEREAS, said Johnson, Price and Warren, hereinafter called the Trustees, which expression and any pronoun referring thereto shall include our successors in trust and assigns wherever the context permits, have accepted said conveyance on the trusts hereinafter set forth;

NOW THEREFORE WE, the said Trustees, do hereby declare that we hold and stand seized of said real estate, and covenant with said Austin T. Wright, and all persons who may become interested hereunder, that we will hold and stand seized thereof and of all other real estate or personal property that may hereafter be conveyed to the Trustees, for the following purposes and upon the following trusts, to wit:

FIRST: *Name of Trust.* The Trustees under this instrument shall be known as the Trustees of Tahanto.

SECOND: *Use of Property, Leases.* The Trustees shall from time to time set apart for public use by the members of the community hereinafter referred to such portions of the trust property not at the time leased as the community shall by action duly taken in accordance with its organization from time to time determine, and from time to time withdraw from such public use any of such property in accordance with directions given in like manner by the community. In case a lease is held by several persons in their own right in common or jointly only such one of

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them as they select, and his or her wife or husband, if any, shall be entitled to vote by reason of such leasehold. The Trustees shall from time to time grant leases for such terms not exceeding one hundred and one years and to such persons, including corporations, as they think fit. Such leases shall:

1. *Rent, Arbitration as to Amount.* Provide for an annual rent equal to the full economic rent of the land leased, such rent to be determined from year to year by the Trustees until there is an organized community as hereinafter provided for, and, whenever there is such an organized community, by it, in such manner as its organization may provide; any leaseholder aggrieved by the action of the Trustees or of the community fixing the rent to be paid by him in any year, may require an arbitration, to fix the amount of rent; the Trustees may, if they deem the rent to be paid by any leaseholder in any year as fixed by the community too low, require an arbitration between themselves and such leaseholder to fix the amount of the rent, or, if they deem the rent too high, may require an arbitration between themselves and the community to fix the amount of the rent; every arbitration shall be in the manner provided in this deed of trust and the decision of the arbitrators fixing the rent shall be final; in case of a charitable organization, however, the lease may give the Lessee the right, upon surrender of the lease at any time after ten years from its beginning, to require a new lease for not more than one hundred and one years on the same terms and conditions; such lease need provide for the levy of the economic rent only if and when taxes shall be levied on either the site or the improvements on the demised premises; otherwise the rent shall be as agreed upon between the Trustees and the Lessee, provided always that in the case of land already held by the Trustees the transaction shall represent, upon the then existing value of the demised premises, excluding all estimation of value thereafter to exist, in the judgment of the Trustees no financial sacrifice on their part, or in the case of land acquired incidentally to the transaction, excluding all estimation of value then or thereafter, whether of land or of improvements (if owned by the Trustees); the rent under such leases shall not be subject to arbitration; such leases may provide that, if and when taxes shall be levied on the improvements on the demised premises, the Lessee shall have the right, upon surrender of the lease, to require a deed of the demised premises in fee simple, including both site and improvements, subject to a clause of reverter, providing that the property shall revert to the Trustees, if at any time it shall cease to be held by such charitable organization free from taxes; in the case of land of the character classified by the laws of Massachusetts at the time in force for purposes of taxation as forest lands the Trustees may fix the economic rent at such an amount as will not put the Lessee at a disadvantage as compared with similar land outside the enclave.

2. *Natural Resources.* Provide for payment by the leaseholder to the Lessors for whatever part of any limited natural resource, including all mineral, coal, oil, and natural gas, shall be detached from the remainder or removed from the premises or consumed thereon of an amount of money of a value equal to the value of such part of such resource in a state of nature, such payments to be made periodically at times fixed by the lessors. The amount payable shall be fixed by the Trustees or by the community if and whenever there is an organized community in existence with the same rights to revision by arbitration as above provided in respect to rent;

3. *Improvements.* Provide that all improvements upon the leased land made or acquired by the Lessee shall be the property of the Lessee, and may be removed from the land by the Lessee or by any person purchasing or otherwise acquiring the same from the Lessee at any time before the termination of the lease, if the rent is not then in arrears, and if sold or otherwise transferred to a new tenant of the same

DECLARATION OF TRUST

land before the right of removal terminates, may be held by the latter with the same right of removal as if made by him; any improvements not removed before the right of removal terminates shall become the property of the Trustees, but may be released and removal thereof may be permitted by them on such terms as they think fit;

4. *Taxes.* Provide that the Trustees will from the income received from all land from time to time held by them to the extent of such income pay all taxes and assessments that may be lawfully assessed upon all the land from time to time so held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance upon the Lessor's interest in such land or any of it;

5. *Proceedings for Abatement of Taxes.* Provide that the Trustees may in their discretion, in the name and behalf of any Lessee, apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to such Lessee which under the terms of the lease would be payable by the Trustees:

6. *Taking for Public Use.* Provide that the land of any Lessee, or any part thereof, including any improvements thereon, may, at any time, by action of the community, when there is an organized community, in such manner as its form of organization may provide, be restricted in its private use, or taken for public use, by the community; all such restrictions shall be for the regulation of the purposes for which, or of the manner in which, property in a specified area shall be used; and such taking for public use shall include the right to relet or to sell or assign the property taken for private use subject to such restrictions; in case of any such restriction or taking, the community shall award damages, if the Lessee has suffered any damage thereby; but no such damages shall be awarded for alleged loss based upon the value of the leasehold interest in the land; in case the Lessee is dissatisfied with the sum awarded, the damages to be paid shall be determined by arbitration;

7. *Restrictions on Use and Termination.* Provide that the Lessee shall be subject to such restrictions on the purposes for or the manner in which the land shall be used as the Trustees may therein provide and that the lease may be terminated for violation of any such restrictions or violation of such reasonable ordinances as the community may from time to time enact and declare to be a cause for termination, and as the Trustees approve;

8. *Adherence to Community.* Provide that every natural person, by acceptance of a lease, becomes a member of the community, if or when not less than twenty-one (21) years of age; and, whenever there is an organized community, thereby accepts its constitution and ordinances, except anyone residing in Tahanto who is not a registered voter of the town of such residence.

9. *Transfer of Reversion.* Provide that, in case the land leased is outside the present boundaries of the town of Harvard, the lease may in the discretion of the Trustees provide that the Trustees may at any time sell the reversion in the lease to the Trustees under any substantially similar Declaration of Trust covering any land in the town in which the leased land is situated, and that upon such sale, or at any time thereafter, the Lessee will upon request surrender his lease and simultaneously take from such purchasing Trustees a lease for the unexpired balance of the term in such form as is then in use by such purchasing Trustees.

The leases shall be substantially in the form hereto annexed, except so far as the Trustees may from time to time, with the approval of said community, change the

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THIRD; 1

provisions thereof, other than those enumerated above. The Trustees, with the approval of the community, may with consent of the individual Lessee change such excepted provisions as to any particular lease.

THIRD: The Trustees shall have the following powers and obligations:

1. *Use of Income.* They shall apply the income, except payments for natural resources and except rents paid in advance until the same have accrued, received by them from all the land from time to time held by them in trust to the following purposes, in the following order, payments in each class to be made in full, or ratably if they cannot be made in full:

A. *Taxes.* To pay all taxes and assessments that may be lawfully assessed upon all the land from time to time so held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance upon the Lessors' interest in such land or any part of it.

B. To pay all the reasonable and proper expenses, other than those herein specifically enumerated, of administering their trust, but not including any compensation for their own services.

C. *Payment to Fiske Warren.* To pay annually to Fiske Warren or his executors, administrators or assigns, a sum not less than eighty-three and 82/100 (83.82) dollars until the total sum of eight thousand and three hundred and seventy-six and 42/100 (8376.42) dollars shall, together with interest on the unpaid balance each year at the rate of three and one-third (3 1/3) per cent per annum, have been so paid, and shall pay in like manner to said Fiske Warren as to land acquired from him after April 15, 1912, and to any other person from whom land may hereafter be acquired such sum by installments, including interest on the unpaid balance as agreed upon, as may at the time of such acquisition be fixed. If at any time any land adjoining the trust property comes under a single-tax system, and the community is of opinion that the payment first above provided to said Fiske Warren puts the community at disadvantage as compared with occupants of such adjoining land, the community may require an arbitration between it and said Fiske Warren, his legal representatives or assigns, to determine whether or not there is such a disadvantage, and if so whether such payment shall be discontinued or be reduced, and if reduced by what amount.

D. To pay such other sums as may from time to time by action of the Trustees be charged by agreement or otherwise on the annual rent.

E. To pay any indebtedness incurred in connection with acquiring new land or for money borrowed for the purposes of the trust as the same may become due and not be paid from other sources or be provided for by extension, loan or otherwise.

F. To reserve each year in their discretion by action of a majority of the Trustees such sum, if any, not exceeding in any year ten per cent of the gross income for such year as such majority may determine to be set apart as a contingent fund and used at such time thereafter as such majority think proper for any purpose authorized by the trust, including acquisition of additional land and property thereon.

G. To pay all taxes and assessments levied under the laws of the commonwealth of Massachusetts on tangible personal property, other than improvements,

DECLARATION OF TRUST

situated on the trust real estate and belonging to members of the community, or to persons being minors who if twenty-one (21) years of age and registered as voters of the town would be members of the community.

H. To pay all poll taxes levied under the laws of Massachusetts upon members of the community residing in the enclave and all charges for registration of or licenses to operate automobiles (or motorcycles) located within the enclave, granted by the Commonwealth of Massachusetts to members of the community residing in the enclave, or to persons being minors so residing who if twenty-one (21) years of age and registered as voters of the town of such residence would have been members of the community.

1. To distribute at such times in each year as they think fit, among the persons living at the beginning of such year (or their legal representatives) who in the preceding year

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age and registered as voters of the town;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town; and

(4) paid a tax assessed under the laws of Massachusetts upon personal property other than tangible personal property included in clause (G) above or upon income, such amount, if any, as said Trustees think fit, not exceeding the whole and not less than one-tenth of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes on such personal property and income assessed in Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts including the buildings thereon. Such distribution shall be made as hereinafter provided.

J. To distribute at such times in each year as they think fit, among the persons who living at the beginning of such year (or their legal representatives)

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age and registered as voters of the town;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town; and

(4) paid a tax under the laws of the United States upon income or profits (including surtaxes), such amount, if any, as said Trustees think fit not exceeding the whole and not less than one-tenth of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes on income or profits assessed in Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts including the buildings thereon. Such distribution shall be made as hereinafter provided.

K. To distribute at such times in each year as they think fit, among such executors or administrators of deceased persons who at death.

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age and registered as voters of the town;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town;

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THIRD; 1; K

as have in their capacity as such executors or administrators in the preceding year paid any tax, or taxes, under the laws of Massachusetts in the nature of an inheritance, succession or legacy tax on the estate of such decedent, such amount, if any, as said Trustees think fit, not exceeding the whole and not less than one-tenth of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes in the nature of inheritance, succession or legacy taxes received by the Commonwealth of Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts, including the buildings thereon. Such distribution shall be made as hereinafter provided.

L. To distribute at such times in each year as they think fit, among such executors or administrators of deceased persons who at death were, and for five (5) years next preceding had been Lessees or members of the community, as have in the preceding year paid any tax or taxes under the laws of the United States in the nature of an estate, inheritance or succession tax, such amount, if any, as said Trustees think fit, not exceeding the whole and not less than one-tenth of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes in the nature of estate, inheritance or succession taxes received by the United States from the estates of deceased persons in Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts, including the buildings thereon. Such distribution shall be made as hereinafter provided.

M. Every distribution under the four preceding clauses shall be made only among such of the persons specified in the respective clauses as shall make written demand therefor between July 1 and December 31 of the year preceding the year in which such payment is to be made. Such distribution shall be made in equal shares per capita (the executors or administrators of a deceased person to count as one only), except that no person in any class shall receive a sum in excess of the taxes, or such fractional part thereof as the Trustees may fix, so paid by such person in such preceding year; any part of an equal per capita share so withheld shall be divided equally among the other shares subject to the same limitation. The provision of the four preceding clauses shall be applicable as to taxes levied by the Commonwealth of Massachusetts or the United States under laws now in force or any amendments thereof or substitutes therefor levying taxes of a similar nature. The decision of the Trustees as to whether any tax falls within the provision of any of said clauses shall be final.

N. *Education.* To pay to any private school in the enclave of Tahanto, or any other enclave hereafter recognized as an associated enclave by the Trustees of the Georgian Trust, dated Sept. 3, 1920, recorded in said Worcester Registry of Deeds, Book 2227, page 73, in behalf of any child residing in the enclave of Tahanto, and upon written request of a parent or guardian, such sum or sums as the Trustees of Tahanto see fit, but not less than one-tenth and not more than the whole, of an amount equal to the average cost of education, as determined by the Trustees, of children of corresponding age in the public school of the town in which such child resides.

O. No taxes, however, registration fees or licenses of members residing on any land held by any charitable organization shall be paid, unless such organization pays the economic rent on its lease-hold.

DECLARATION OF TRUST

2. *Public Purposes.* After making the foregoing payments the Trustees shall pay over the surplus remaining to the community hereinafter referred to for application to public uses in the sense hereinafter defined, up to an amount equal in the aggregate to a percentage of the gross rent less taxes paid directly or refunded received by the Trustees during the first fiscal year in which year rent was collected equal to one per cent of such first year and one additional per cent for each year elapsed since the end of such first year, together with a percentage of the increase in the second year over such first year, equal to one per cent for such second year, and one additional per cent for each year elapsed since the end of such second year, together with a like percentage of the increase, if any, of gross rent in each succeeding year over the preceding year, equal to one per cent for such succeeding year and one per cent additional for each year since elapsed. From the balance of such surplus there shall be paid so far as the surplus suffices such sums as will satisfy all obligations of the Trustees specifically charged upon such surplus. Of the remainder, if any, of such surplus one-half shall be paid to said Georgian Trust, if then in existence; and the other half, or all, if said Georgian Trust is not then in existence, shall, at the discretion of the Trustees, be used for the acquisition of additional real estate for the enclave of Tahanto; or to found, acquire real estate for, pay the debts incurred in the acquisition of real estate for, or lend money to, any new or existing single-tax enclave, or shall be paid to the community for application to public uses in addition to the amount previously above provided, or shall be applied in such shares as they see fit to one or more of said purposes. Public uses for the purposes of this article shall be uses public in the sense that they cannot be left to individuals without giving one an advantage over others and including hiring any real estate for public use and the acquisition of additional real estate together with whatever personal property may reasonably be purchased as a part of the transaction, to be held by the Trustees hereunder, the Trustees to sell within a reasonable period any improvements on land so acquired except so far as such improvements are retained for public use of the community. In case and whenever there is no organized community to which the income can be paid over as hereinabove provided, the Trustees shall themselves apply such surplus income to such public uses for the common benefit of their Lessees, or in their discretion may pay the same to the town of Harvard or to such other town or towns where they hold land, in the proportions they deem fit.

The Trustees shall pay over all sums received by them as payments for natural resources under the provisions of Article Second, clause (2) to said Georgian Trust, or, if and whenever said Georgian Trust is not in existence, shall hold all such sums as capital and as a part of the trust property with full power of investment and reinvestment, and shall apply the net income therefrom as a part of the income derived from the land held in trust to the purposes hereinbefore specified.

3. *Powers as to Acquiring Additional Land.* The Trustees shall have power to acquire additional real estate on such terms as in their discretion they think fit, including power to purchase wholly or in part on credit, to take the same subject to a mortgage, or themselves to borrow money on the credit of such real estate and to mortgage the same as security, or, subject to the provisions as to application of income above set forth, to charge the rent received from such additional land, or from all or any part of the land held by them including such additional land, with a payment to meet the interest on any unpaid purchase money, and to pay off the purchase price, or any indebtedness therefor, or for money borrowed to acquire such land, but they shall have no authority to create any legal liability on the part of the community to pay for any such land or to create any legal obligation by which the rent of any land can be reached and applied, except by their voluntary act in

charging the same as above provided, to satisfy any claim for unpaid purchase money. The Trustees, with the approval of the community, shall have power to suspend for such time as they think fit and the community approves the rent payable under any lease; the rent so suspended shall constitute a first lien on the improvements (including any growing timber) on such land, and shall be payable with interest at the expiration of the term of suspension or upon the earlier termination of the lease; such lien may be enforced by seizure of such improvements and sale thereof, or in any way authorized by law. The Trustees may pledge any suspended rent as security for money borrowed by them. The Trustees may, with the approval of the community, at any time sell any of the trust property not then under lease and convey the same to the purchaser free from any trust; the proceeds of any property so sold may be applied to any purpose to which surplus income is applicable, and no purchaser from the Trustees shall be responsible for the application of the purchase money.

4. The powers of the Trustees as to borrowing shall include the power:

A. To borrow money from time to time to an amount equal in the aggregate with all loans at the time outstanding to the value as determined by the Trustees of all the land owned by them, exclusive of improvements thereon, less a deduction of one (1) per cent of the value of each parcel for each year from the date of its acquisition to the date of such borrowing, to make every such loan on such terms as they think fit, and issue therefor such evidence of indebtedness as they elect, including, without restricting the generality of the foregoing words, bonds, notes and certificates of indebtedness; for the purpose of this provision the value of land shall be determined by multiplying the gross rent received during the preceding year by one hundred and dividing it by six or other figure representing the then legal rate of interest in Massachusetts; such rights to borrow money shall include a right to borrow on the terms of paying a fixed sum yearly or oftener for a term of years of the life or lives of any person or persons, or other period, by way of interest and amortization:

B. To grant rent-charges upon any part or parts of the trust estate or upon all of it, in such form and on such terms as they think fit; such rent-charges shall be included in computing the indebtedness for the purpose of limitation on borrowing power under the foregoing clause, each rent-charge being taken for the purpose at the present value, at the time of the computation, of an annuity of like amount payable for the unexpired term on a six per cent basis:

C. To secure any loan by mortgage of all or any part or parts of the land owned by the Trustees in such form and on such terms as they think proper, including power to make an open mortgage which shall provide for securing other indebtedness that may be subsequently contracted, or other evidence of indebtedness subsequently issued, and including power to provide or not, as they think fit, as to any or all land so mortgaged, so far as may be consistent with any lease or leases of any particular parcels thereof then in force or thereafter to be given, that the mortgage shall or shall not, as the case may be, give any title to improvements then existing or that may thereafter be put upon such land or any parcel or parcels thereof:

D. To extend any mortgage now or hereafter in force covering any of the trust property:

E. In their discretion to insert in any lease hereafter given a provision, and to agree with any existing or future Lessee upon modifying such lease by includ-

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ing therein a provision, authorizing the Trustees to mortgage the land covered by such lease alone or with other land in the manner and upon the terms above specified:

F. To relieve any person lending money to them from all obligation to see the application of the money loaned, or to determine any fact authorizing the action of the Trustees and by them alleged to exist.

5. The Trustees shall have power to sell, pledge, and transfer personal property held by them. The Trustees may make a sale or conveyance of leased land to the Trustees under any declaration of trust similar to this covering land in the same town in which such leased land lies.

6. No person paying money as rent or otherwise to the Trustees shall be bound to see to the application thereof, and no person in good faith receiving money from the Trustees shall be bound to inquire whether the payment is made in accordance with the terms of this trust.

FOURTH: *The Community.* The community herein referred to shall consist of all the persons not less than twenty-one (21) years of age for the time being holding leases in their own right from the Trustees, the wife or husband of such a leaseholder, and of such other persons not less than twenty-one (21) years of age residing on the trust estate, as may by any form of organization adopted by such leaseholders be associated with them; but heirs, executors, administrators, trustees or guardians being leaseholders shall as such count only as one in voting, as shall holders of leases in common, and no person shall have more than one vote except as he may hold proxies. The community shall exist as an organization whenever not less than twenty (20) leaseholders have so organized or with the written approval of the Trustees whenever not less than ten (10) leaseholders have so organized, and shall continue so long as such organization is maintained and not less than twenty (20) leaseholders remain members, or with the written approval of the Trustees as long as not less than ten (10) leaseholders remain members. The words "members of the community" wherever used shall, unless plainly inconsistent with the context, mean the persons above described as forming the community irrespective of whether there is or can be an organized community as above defined or not.

FIFTH: *Resignations, Vacancy, New Trustees.* Any Trustee under this instrument may resign his trust by instrument in writing delivered to his co-trustees or co-trustee and recorded in Worcester County, Massachusetts, Registry of Deeds. Whenever a vacancy from any cause exists in the number of Trustees, the surviving or remaining Trustees or Trustee shall by instrument in writing recorded in said Registry of Deeds appoint a new Trustee or Trustees, who shall upon confirmation by said community by a vote of a majority of such members as are present and vote at a meeting called for the purpose in such manner as the form of communal organization may provide, or without confirmation if no organized community is in existence, forthwith and without the necessity of any conveyance become vested jointly with such surviving or remaining Trustees or Trustee with the same rights, powers, titles and estate as if originally appointed a Trustee hereunder. Pending the appointment of a new Trustee, the surviving or remaining Trustees or Trustee may exercise all the powers of the Trustees hereunder.

SIXTH: *Action by Trustees; Delegation of Powers.* Except as otherwise herein expressly provided, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his powers for such time as he thinks proper by instrument in writing and

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the Board of Trustees may in like manner delegate to any one of their number such part of the powers of the Board for such time as they think proper; any such delegation by a Trustee or by the Board may at any time be revoked by him or by the Board. Any Trustee may so delegate his power to act in respect to any matter in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter. If such delegation shall concern the sale of land to the Trustees and the community shall then be in existence, the price agreed upon shall then be laid before a meeting of the community for its approval. If the community disapproves, the price shall be referred to arbitration between the community and the Trustee, the standard of value to be applied by the arbitrators being the fair market price at the time of the agreement. The Trustees may by instrument in writing authorize the Council of the community to act as their agents in any matter and may revoke such authority; so far as authorized by the community expenses incurred in so acting shall be paid from the funds of the community.

SEVENTH: *Amendments and Termination.* This declaration of trust may be amended or terminated at any time by instrument in writing executed by a majority of the Trustees for the time being and approved in writing by a majority of the members for the time being of the community of Tahanto, or approved at each of two meetings held within not more than two months of each other and not less than one month apart, called by notice in writing to all members, such call giving notice of the proposed amendment and such approval being in each case by affirmative vote of a majority of all the members of the community, or by affirmative vote of a majority, consisting of not less than ten individual members present in person or by proxy, of those so present at such meeting and voting, but no such amendment shall impair any of the rights of a Lessee from the Trustees under this lease, or shall provide for any other distribution or disposition of the trust property free from the trust than is herein provided for.

EIGHTH: *Duration of Trust.* Unless sooner terminated as hereinbefore provided, this trust shall continue until the expiration of twenty-one (21) years after the death of whichever of the following named persons dies last, to wit: said Lewis Jerome Johnson, said William L. Price, and said Fiske Warren; Jerome Allen Johnson and Chandler Willard Johnson, the last two being children of said Lewis Jerome Johnson; Margaret Lightfoot Price, William Webb Price, Ruth Kirk Price and Catherine Price, the last four being children of said William L. Price; and Rachel Warren, Marjorie Warren, and Hamilton Warren, being children of said Fiske Warren.

NINTH: *Final Disposition of Property.* Upon the expiration or prior termination of this trust the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons or body corporate as a majority of the Trustees for the time being and a majority of the members of the community for the time being shall in writing determine, or upon failure to agree, or if for any reason there is no longer any community, then the reversion in all leases then in force and all the land and improvements then held by the Trustees free of lease shall go to the town or towns in which situated and all other property to the town of Harvard or to such town or towns in which land is then held as the Trustees may determine in such proportions if more than one as they may determine. Such conveyances shall be upon the terms that all leases at the time outstanding shall remain in force; the Lessees shall be bound to pay as rent such amount as may be agreed upon by them and the grantee of the reversion as the fair equivalent from time to time of the economic rent less any

DECLARATION OF TRUST

taxes and assessments required to be paid by the Lessee, which by the terms of the lease should be paid by the Lessor; in case the Grantee and Lessee cannot agree upon such equivalent it shall be determined by arbitration. If at the time of conveyance the payments to be made to said Fiske Warren, or to any other person, for land acquired have not terminated, the Grantee shall continue bound to make such payments to the same extent to which the Trustees would have been bound to make payments.

TENTH: Arbitration. Wherever a reference to arbitration is provided for in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of a majority of the referees shall be conclusive and final upon the parties.

ELEVENTH: Authentication of Facts. A certificate signed and sworn to by a majority of the Trustees for the time being and recorded in said Worcester Registry of Deeds, stating that certain persons constitute all or a majority of the members of said Community, or reciting the existence of any fact the existence of which is required to authorize any action taken by the Trustees, shall as to third persons acting in reliance thereon be conclusive evidence of such statement therein contained or of the existence of such fact.

TWELFTH: Approval of Community. Whenever the approval of the community is required for any act, except as otherwise herein provided, such approval may be given by a majority vote of members present and voting at a general or special meeting. If and whenever there is no organized community in existence, the Trustees may exercise alone any power which by this instrument may be exercised by them with the approval of the community, or a majority of its members.

THIRTEENTH: Said premises conveyed to the Trustees by deed of even date herewith are in part subject to Leases heretofore given thereon, none for a term continuing beyond December 31, 1915. The Trustees during the continuance of said several leases and at the end thereof will perform all obligations by the Lessor therein to be performed and observe all rights of the Lessees in respect to the leased premises and anything standing or growing thereon. Subject to the provisions of said leases, the Trustees will apply the rent therefrom in accordance with this declaration of trust which shall be applicable to said leased premises during the continuance of said leases respectively, so far as is consistent with the provisions of the several leases.

FOURTEENTH: In every written lease, deed, mortgage or contract which the Trustees may make, reference shall be made to this instrument, and the person or corporation contracting with the Trustees shall look only to the funds and property of the trust for payment under such contract or for payment of any mortgage debt, judgment of decree or of any money that may otherwise become due or payable by reason of the failure on the part of the Trustees to perform such contract in whole or in part, and no Trustee present or future shall be personally liable therefor. The Trustees shall be responsible only for wilful breach of trust, and no Trustee shall be liable for allowing any other Trustee or Trustees to have possession of the trust books, or to make collections or to have the sole custody of the trust moneys, and no Trustee shall be responsible except for his own acts. No bond or surety shall ever be required of any Trustee acting hereunder.

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4. To permit the Lessors in their discretion, in the name and behalf of the Lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the Lessee which under the terms of the lease would be payable by the Lessors.

5. To permit all or any part of the leased premises including improvements thereon, to be restricted in its private use, or taken for public use, by the Community, in such manner as its form of organization may provide, under the conditions stated in said declaration of trust, or by the Lessors if and whenever there is no organized Community in existence.

6. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than four (4) inches in diameter at a point eighteen (18) inches above the ground, without the written consent of the Lessors, except that trees which were not growing on the demised premises April 15, 1912, may be cut and removed by the Lessee.

7. To allow the said Lessors a right of way ten (10) feet wide across the said premises, said right of way to be used solely for the purpose of laying water pipes, gas pipes, telegraph and telephone wires, electric light connections and other communications, or any of them, below the surface of the ground.

The Lessors covenant with the Lessee:

To apply all income (not including payments for natural resources) received from all real estate from time to time held by them under said declaration of trust to the following purposes in the order specified:

A. To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments that may be lawfully assessed upon all the land from time to time held by them and upon all improvements thereon, whether assessed as real estate or personal property, and of all interest upon any mortgage or other incumbrance covering such land or any of it;

B. To such purposes and in such manner as the declaration of trust or any amendment thereof may from time to time provide.

It is agreed by the parties hereto;

A. All improvements upon the demised premises made or acquired by the Lessee shall be and remain the property of the Lessee and may at any time before the termination of the lease, if the rent is not then in arrears, be removed from the land by the Lessee or by any person acquiring the same from the Lessee, and if sold or otherwise transferred to a new tenant of the same land before the right of removal terminates may be held by the latter with the same right of removal as if made by him; any purchaser may in like manner and under the same conditions sell such improvements. The Lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as good condition as when the improvements were first erected, and the Lessors may require reasonable security therefor as a condition of permitting such removal. Any improvements not removed before the right of removal terminates shall become the property of the Lessors, who may, however, release the same and permit the removal thereof on such terms as they think fit.

B. This lease shall be subject to such restrictions on the purposes for or the manner in which the land shall be used as the Lessors may therein provide, and may be terminated for violation of any such restrictions, or violation of such reasonable ordinances as the Community may from time to time enact and declare to be a cause for termination, and as the Lessors approve.

C. This lease may be terminated at any time by the Lessors for breach of any

LEASE

covenant by the Lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the Lessee's covenant numbered 2 unless the ordinance or regulation violated is approved by the Lessors and declares that its violation shall be a cause for termination.

D. The Lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or posted, with postage prepaid, to the Lessors, but such termination shall not release the Lessee from obligation to pay the full year's rent if the termination takes place in the course of a year.

IN WITNESS WHEREOF, the Lessors as Trustees as aforesaid and not individually and the above-named Lessee hereunto set their hands and common seal, which each of them hereby adopts, this day of , A.D. 19

Commonwealth of Massachusetts.

ss.

19

Then personally appeared the above-named
acknowledged the foregoing instrument to be

and
free act and deed, before me,

*Commonwealth of Massachusetts
County of Middlesex, ss.*

On this twenty-seventh day of May, in the year 1926, personally appeared before me, Juliet Everett Allen, notary public, in and for the Commonwealth of Massachusetts, Fiske Warren, personally known to me, who signed the within instrument as trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed.

Juliet Everett Allen,
Notary Public

My commission expires Oct. 11, 1929.

Worcester, ss.

June 3, 1926.

At 9 h. 45 m. A.M. Received and entered with Worcester District Deeds Book
2406, Page 3.

Attest:

Chester S. Bavis,
Register

FORM OF SURRENDER OF LEASE

WHEREAS THE TRUSTEES OF TAHANTO under deed of trust dated April 15, 1912, and recorded with Worcester County (Massachusetts) Deeds, book 1992, page 245, did lease a certain parcel of land to me, ... by lease dated
..... and recorded with said Deeds, book, page

NOW THEREFORE I, ... for value received do hereby release and surrender all right, title and interest in the premises so leased under the lease aforesaid, and do hereby waive all notice of termination of tenancy as in said lease provided.

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IN WITNESS WHEREOF I, the said....., hereunto set my hand and seal this.....day of.....19.....

Commonwealth of Massachusetts.

ss. 19....
Then personally appeared the above named.....and acknowledged the foregoing instrument to be.....free act and deed, before me,

.....
Notary Public

CONSTITUTION

As Amended October 26, 1926

ARTICLE I.

This community shall be known as Tahanto, and its communal affairs, except as already provided for in the deed of trust, shall be administered by the people of Tahanto in public meeting assembled, and by such officers as they shall elect.

This community shall consist of all the persons not less than twenty-one years of age, holding leases for the time being in their own right from the Trustees, the wife or husband of such leaseholder, and of such other persons not less than twenty-one years of age residing on the trust estate, except any person residing in Tahanto who is not a registered voter of the town of such residence; but heirs, executors, administrators, trustees, or guardians being leaseholders shall as such count only as one in voting, as shall holders of leases in common, and no person shall have more than one vote except as he may hold proxies, of which he shall hold no more than nine.

ARTICLE II. *Enclavial Meetings.*

There shall be a regular meeting at least five times a year according to a schedule approved by the community. Public notice shall be given of any change in the date, place or hour of meeting.

A special meeting may be called by the Council of its own motion or shall be called upon request in writing signed by five per cent or more of the members. The enclavial clerk shall notify all members of such special meeting, stating the time, place and object assigned.

ARTICLE III. *Council.*

A Council, consisting of three Representatives, shall be elected by the enclavial meeting, under the Hare system of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual Representatives separately. Such election shall be held whenever the enclavial meeting by a majority of those voting determines to hold an election.

The Council shall elect its own Chairman, and shall appoint a Treasurer, subject to confirmation by the enclavial meeting, a Clerk, and also such other officers as the enclavial meeting may authorize, all of whom shall serve until their successors are appointed. These officers shall not be remunerated except by the specific authority of the enclavial meeting.

The Council shall administer the affairs of the community, subject to the authority of the enclavial meeting, and the provisions of the deed of trust. It shall

CONSTITUTION

make a yearly assessment of rents for the use of land, subject to appeal to the enclavial meeting. A statement of the aforesaid assessment shall be by them submitted to the Board of Trustees with a recommendation that corresponding rents be collected.

The Council shall appoint such standing committees and employ such persons as they deem advisable, and undertake such public works, and expend such public funds as the enclavial meeting may authorize.

ARTICLE IV. *Enclavial Clerk.*

The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the enclavial meeting, and shall keep minutes of such meetings, and submit them for correction or approval at the next meeting.

ARTICLE V. *Treasurer.*

The Treasurer shall have charge of all communal funds, not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested. He shall pay out communal funds only upon approval by two of the Representatives.

He shall give such bond as may be required by the Council.

The accounts both of the Trustees and of the Treasurer shall be audited at least once a year by a committee of three appointed by an enclavial meeting or by its Chairman authorized thereto by vote.

ARTICLE VI.

This Constitution may be amended, altered or abrogated by a majority vote of those present and voting at any regular enclavial meeting, or at any special meeting, provided that written notice of such special meeting shall have been sent to every member at least a week before.

FORM OF CONVEYANCE OF IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS that I, John Doe, of Harvard, in the County of Worcester and Commonwealth of Massachusetts, in consideration of one (1) dollar and other valuable considerations to me paid by Richard Roe of said Harvard, the receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE, and forever QUITCLAIM unto the said Richard Roe all of the improvements now on the premises, including the dwelling house, barns and other buildings, fences, and all other artificial erections and structures on, in or under the land, and trees and shrubs, which improvements shall remain real estate in the hands of the grantee, on a certain parcel of land situated in said Harvard, being the premises leased to him by lease of even date herewith by the Trustees of Tahanto, Trustees under a Declaration of Trust dated April 15th, 1912, recorded in Worcester District Registry of Deeds, Book 1992, Page 245.

TO HAVE AND TO HOLD the granted real estate with all the privileges and appurtenances thereto belonging to the said Richard Roe and his heirs and assigns to their own use and behoof forever. And I do hereby for myself, my heirs and assigns, covenant with the said grantee his heirs and assigns, that the granted real estate is free from all encumbrances made by me, and that I will, and my heirs and assigns shall, WARRANT and DEFEND the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under me, but against none others.

TAHANTO

I, Mary Doe, wife of John Doe, release to said Richard Roe, all rights of power and HOMESTEAD and other interests in the granted premises.

IN WITNESS WHEREOF, we, the said John Doe and Mary Doe, hereunto set our hands and seals this first day of January, A.D. 1923.

Mary Doe (S.)
John Doe (S.)

Commonwealth of Massachusetts.

Worcester, ss.

January 1, 1923

Then personally appeared the above-named John Doe and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Henry Hoe,

My commission expires October 1, 1925.

Notary Public (S.)

COPY OF RENT CHARGE

KNOW ALL MEN BY THESE PRESENTS that we, R. F. Alfred Hoernlé, now or formerly of Oxford, England, and Mortimer Phillips Mason, of Brunswick, Maine, and Fiske Warren, of Harvard, in the County of Worcester and Commonwealth of Massachusetts, Trustees under a declaration of trust dated April 15th, A. D. 1912, and recorded in Worcester District Registry of Deeds, book 1992, page 245, in consideration of one hundred and forty dollars and seventy cents (\$140.70), the receipt of which is hereby acknowledged, hereby grant unto the Trustees of Fund for Land Emancipation, of Ayer, Middlesex County, and said Commonwealth, a yearly rent-charge of ten (10) dollars and the additional amount, if any, hereinafter provided for, to be issuing out of and chargeable upon all and singular the following land, to wit: all real estate situated in said Commonwealth the record title to which is now vested in said Trustees, and all real estate in said Commonwealth that may hereafter be acquired by said Trustees.

TO HAVE AND TO HOLD the same unto the said Trustees of Fund for Land Emancipation, their successors in trust and assigns, for the term of one hundred (100) years from May 27, 1926, such rent-charge to be payable by equal payments of ten (10) dollars each on the twenty-seventh day of May, in each year, the first payment to be due and payable on May 27, 1927, and the last payment to be due and payable on May 27, 2026, and as a part of this rent-charge a further sum payable for each calendar year on or before the thirty-first day of December of the calendar year following, equal to such sum as will increase the fixed sum paid in the preceding calendar year in proportion to the decrease in that year of the average purchasing power of money, as compared with the average purchasing power of money in the year 1927, provided the Trustees determine that there has been such a decrease; the first such additional payment shall be due and payable on or before the thirty-first day of December, A. D. 1929, and the last payment on or before the thirty-first day of December in the calendar year following the end of the term of this rent-charge. Such determination of the Trustees, as well as their determination of the amount, if any, so payable shall be final and conclusive.

It is understood and agreed

(a) That parts of the land herein charged have been leased by the Trustees to tenants and that the Trustees may from time to time give other leases of parts of said land to tenants pursuant to the terms of said declaration of trust, and that every lease now in force and every lease that may be given of any part of said land

COPY OF RENT CHARGE

hereafter and before there is any default in payment of this rent-charge continued for sixty (60) days after demand in writing shall remain in full force and effect notwithstanding this rent-charge, the rights of the holder of this rent-charge being limited as to land so leased to perception of the rents reserved in such leases.

(b) That the Trustees have granted and may grant other rent-charges to be charged upon the land hereby charged or a part or parts of it at any time when no default exists in payment of this rent-charge, and that any and every rent-charge hereafter so granted shall be entitled equally and pro rata with this rent-charge and without priority of one over the other.

(c) That in case of foreclosure of any mortgage of any part of the site held by a savings bank or other institution incapacitated under the laws of Massachusetts from taking a mortgage which does not include site, the claim under this rent-charge shall be junior to that of the mortgage, and upon entry by the holder of such mortgage to take possession or upon the recording of a deed of foreclosure of such mortgage the lien created by this rent-charge upon the premises included in such mortgage, unless in case of such entry thereunder foreclosure thereunder is not completed, shall thereupon and without further act on the part of any person concerned become null and void.

In case of default in the payment of any instalment of this rent-charge continue for sixty (60) days after demand in writing, the owner of this rent-charge shall be entitled to enter on the land charged, and, subject to the rights of persons holding other rent-charges charged upon said land or a part thereof as above set forth and to the rights of the then tenants of said land or any part thereof, take possession thereof and hold said land or any part thereof and take and receive the rents and profits thereof until thereby or otherwise the said rent and all arrears due at the time of entry or becoming due during such possession and all costs and expenses occasioned by non-payment thereof shall be fully paid; and such possession when taken shall be without impeachment of waste.

This instrument is made by said Trustees as Trustees, and not individually, and upon the express condition that neither said Trustees nor any successors in trust shall be held individually liable for the payment of this rent-charge including any extra payment therein provided for, but that the holder or holders of this rent-charge will look to the trust property for satisfaction of any liability of said Trustees hereunder.

IN WITNESS WHEREOF, the said R. F. Alfred Hoernlé, Mortimer Phillips Mason and Fiske Warren, as Trustees as aforesaid, have hereunto set their hands and common seal, which each of them hereby adopts, this twenty-ninth day of December, A. D. 1926.

R. F. Alfred Hoernlé
by M. Phillips Mason

under delegation of power dated September 21, 1926
Mortimer Phillips Mason (S)
Fiske Warren

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

March 31, 1927

Then personally appeared the above-named Fiske Warren as Trustee and acknowledged the foregoing instrument to be his free act and deed in his said capacity, before me,

Lily O. Carlson
Notary Public

TAHANTO

HOLDERS OF RENT-CHARGES

Among these holders are:

Joseph Alemany y Borrás, Casanova, 36, Barcelona, Spain.
Ellen Barrows, Villa Francois, Avenue Scudery, Nice, France.
Erskine Hamilton Childers, 12 Bushy Park Road, Dublin, Ireland.
Sibyl R. Childers, Garden House, Mylapore, Madras, India.
Isabel H. Cohen, Care of A. F. Du Cret & Co., New York City.
Richard A. Fisher, 45 Bromfield St., Boston, Mass.
Max Gysi, 330 Washington St., Melrose, Mass.
Edna B. Kerr, 45 Boyd Place, Bronxville, N. Y.
Alexander D. MacLennan, Harvard, Mass.
M. Phillips Mason, 152 Maine St., Brunswick, Me.
Elenor G. Stephens, Arden, Del.
Fiske Warren, Harvard, Mass.

COPY OF RENT-CHARGE BASED ON IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS that I, Thomas O'Connor of Waltham, Middlesex County and Commonwealth of Massachusetts, in consideration of seven hundred and ninety-nine dollars and eighty-three cents (\$799.83), the receipt of which is hereby acknowledged, hereby grant unto Fiske Warren, of Harvard, in the County of Worcester and said Commonwealth of Massachusetts, a yearly rent-charge of sixty dollars (\$60), to be issuing out of and chargeable upon all and singular the improvements, including buildings, fences, and all other artificial erections and structures on, in or under the land, and trees and shrubs on two certain parcels of land in Tahanto, in said Harvard, as described in a lease from the Trustees of Tahanto to me of even date herewith.

TO HAVE AND TO HOLD the same unto the said Fiske Warren, his heirs and assigns, for the term of forty-seven and one-quarter years from July 1, 1927, such rent-charge to be payable by equal payments of fifteen dollars (\$15) each on January 1, April 1, July 1 and October 1 in each year, the first payment to be due and payable October 1, 1927, with the privilege to me from time to time, on any date after not less than six (6) months' notice in writing, of discharging the installment or several installments then undischarged last to become due or of discharging the installment next to become due, by paying in discharge of each such installment the present worth thereof on the date of making such payment computed by true discount at the rate of seven and one-quarter (7½) per cent interest per annum compounded annually for the unexpired period; but no such discharge by anticipation shall be made within twelve months from this date.

It is understood and agreed that I shall keep the buildings on the premises insured for an amount covering the present worth of the unpaid installments of this rent-charge.

In case of default in the payment of any installment of this rent-charge continued for sixty (60) days after demand in writing, the owner of this rent-charge shall be entitled to enter on the said land and to take possession thereof and hold said land and take and receive the profits of improvements thereon until thereby or otherwise the said rent and all arrears due at the time of entry or becoming due during such possession and all costs and expenses occasioned by non-payment thereof shall be fully paid; and such possession when taken shall be without impeachment of waste.

COMPUTATION OF THE TRUE ECONOMIC RENT

IN WITNESS WHEREOF I, the said Thomas O'Connor have hereunto set my hand and seal this fourteenth day of May A. D. 1927.

Thomas O'Connor (S)

Commonwealth of Massachusetts

Then personally appeared the above-named Thomas O'Connor and acknowledged the foregoing instrument to be his free act and deed, before me,

Edward B. McCusker
Notary Public

COMPUTATION OF THE TRUE ECONOMIC RENT

(The figures hereunder, so far as obtainable, are for the year 1926)

Rent of Tahanto, \$7,527 ÷ 36 (population)		\$209.08
United States:		
Internal revenue	\$2,896,772M	
Customs	579,717M	
	\$3,416,489M	
3,416,489 ÷ 118,857M (population)		\$ 28.74
Massachusetts:		
Income taxes	\$ 21,825M	
Inheritance taxes	6,828M	
Registry of motor vehicles	12,653M	
Other revenue from taxation	236,967M	
	\$ 278,273M	
Less amounts received from cities and towns	12,000M	
	\$ 266,273M	
266,273 ÷ 4,197M (population)		63.44
Harvard: Levy on Tahanto, \$4,053 ÷ 36		112.58
		\$204.76
		\$413.84
Less taxes:		
Refunded by Tahanto, \$1,478 ÷ 36	41.06	
Paid Harvard on real estate of Tahanto, 3,139 ÷ 36	87.19	
		128.25
		\$285.59
\$128.25 is 63 per cent of 204.76, which means that the Trustees assume 63 per cent of the total taxes.		
If higher prices equal four times the customs, then add		
2,318,868M ÷ 118,857M		19.51
True economic rent		\$305.10
\$128.25 is 63 per cent of 224.27 (204.76 + 19.51)		

TAHANTO

The true economic rent may also be computed as follows:

Per capita federal taxes:	
Internal revenue	\$ 23.86
Customs	4.68
Per capita Massachusetts tax	\$ 28.74
Per capita Worcester County tax, $2,601 \div 996$ (population of Harvard)	63.44
Per capita Harvard tax (112.58) less County tax (2.61)	2.61
Levy by Tahanto	109.97
	209.08
Less refunds by Tahanto and tax on real estate of Tahanto	\$413.84
	128.25
Allowance for higher prices, as above	\$285.59
	19.51
True economic rent	\$305.10

The economic rent, estimated on the basis of a hectare, is \$43.52; on the basis of an acre, \$17.61.

THE SHAKER VALLEY ASSOCIATION

PRELIMINARY ANNOUNCEMENT

Purposes

Ideals lie at the root of civilization and should be the basis of all civic, religious, economic and social institutions.

Foundations are needed upon which these ideals may be set forth freely, fearlessly and unselfishly.

The Shaker Valley Association is such a foundation. It endeavors to combine these concepts with the aims and purposes of modern life.

Shaker Village

Shaker Village, the historic site of one of the earliest Shaker communities, is situated in Shaker Valley in the town of Harvard, Massachusetts, about thirty-five miles from Boston. The memorable "Square House," built in the latter part of the eighteenth century by Shadrack Ireland, still stands in the village. Here Mother Ann Lee, founder of the Shaker movement, lived during her stay in Harvard. The Shakers were a highly religious and idealistic people. They are now gone from their former abodes. Yet the spirit of their lives and the example of their industry are an ever present reality and inspiration.

The Enclave of Tahanto

Shaker Valley is now connected with the enclaves of Tahanto and Shakerton. Tahanto was the first of the Massachusetts Single Tax communities. In accordance with the ideas of Henry George, such areas provide ample opportunity for the furtherance of idealism in individual and community life. Rentals under the Single Tax are based solely upon site values, and are not dependent on improvements. Tahanto offers land on economic rental in accordance with Single Tax principles.

THE SHAKER VALLEY ASSOCIATION

Property Holdings

There is opportunity in these enclaves for individual and collective holdings in the various enterprises being undertaken. Several houses have already been incorporated within the enclave of Tahanto.

It is proposed that the Association when organized either purchase or take over on long leases whatever property is still available in order to provide adequate buildings for its activities. Accommodations for summer visitors will be possible during the coming season.

Activities

The Shaker industries included the manufacture of various household articles of wood and wrought iron, cabinet making, weaving, herb raising, farming, horticulture and the like. It is planned to restore some of these industries, and as many as possible of the arts and crafts. Agricultural pursuits will also be encouraged.

Arrangements are being made for a community library, a village theatre, and a school embodying advanced educational methods.

Health Projects

Some of the Shaker houses and others of modern structure are being devoted to the interests of health and physical upbuilding. Wholesome activity in the various arts and crafts will afford the preoccupation at times so essential to convalescence. There will be a community kitchen under skilled direction where special dietaries can be supervised. Pure water from the original Shaker spring still courses through the old aqueduct. The soft air and blue of the distant hills and mountains enthrall the visitor to this pleasant valley.

Meetings of the Association

It is the purpose of the Association to encourage courses of lectures, conferences dramatic and other social activities, especially during the summer season.

Shaker Village is about two miles from Fruitlands, the restored site of the famous experiment of Bronson Alcott and Charles Lane; and here the latter came after their Utopian experiment. Brook Farm and the Concord School of Philosophy had their day, but the summer school idea is a dominant one in modern education.

Meetings of the Association and many of the social gatherings will be held in the old Shaker church, which, with its proximity to the Holy Hill, makes this spot ideal for philosophic, ethical, economic and other summer schools.

Membership in the Association

Membership in the Association will be three dollars yearly with whatever restrictions the by-laws may later impose, and will include admittance to all lectures, conferences, literary, musical and other social activities.

Shaker Valley is a beautiful stretch of land lying between the uplands beyond Concord, about midway between Boston and Worcester. Harvard has an altitude of four hundred feet. This, with other unique features, makes the locality unexcelled for the projects in view. It is reached by motor over the Mohawk Trail, or by the Boston and Main Railroad, via the Worcester and Nashua, or the Fitchburg lines. Ayer Junction is approximately two miles distant. Bus lines from Boston, Lowell and Worcester make the valley more accessible.

TAHANTO

You are invited, as one of a selected list, to join in the rehabilitation of Shaker Valley, and in the proposed activities.

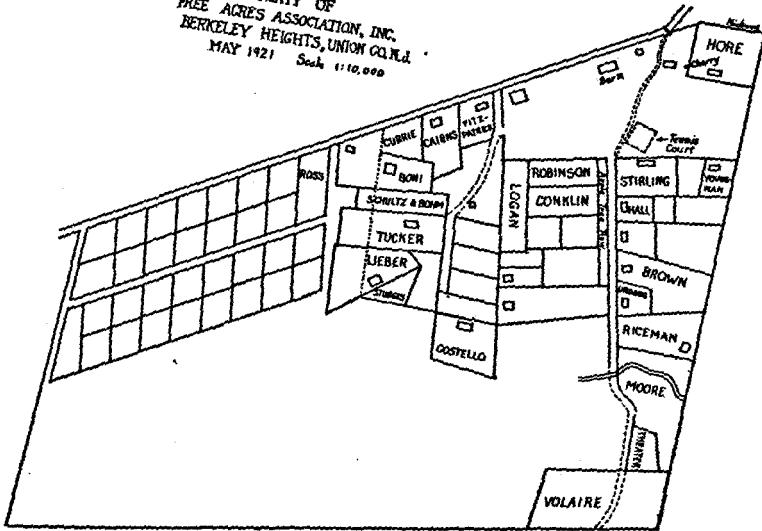
For further details regarding the Association, address the temporary secretary-treasurer, Gertrude O'Neill Woodbury, Tahanto, Harvard, Massachusetts.

For details regarding summer school activities, address Rev. A. W. Littlefield, Middleborough, Massachusetts.

For information relative to land tenure in Tahanto, address the Trustees of Tahanto, Harvard, Massachusetts.

FREE ACRES

PROPERTY OF
FREE ACRES ASSOCIATION, INC.
BERKELEY HEIGHTS, UNION CO., N.J.
MAY 1921 Scale 1:10,000



FREE ACRES

This article was prepared in the main by Miss Grace I. Colbron.

The Free Acres Association, incorporated in 1910 under a New Jersey law entitled "An Act to Incorporate Associations not for Pecuniary Profit," owns about sixty-seven acres in the Watchung Mountains of New Jersey, twenty-seven miles from New York City. The land lies on both sides of the boundary line separating the townships of New Providence and North Plainfield. More than one-half of the acreage is cleared, the rest being woodland. The station for Free Acres is Berkeley Heights on the Passaic and Delaware Branch of the Lackawanna Railroad, a branch leading off the main road at Summit, N. J., and including among its stations the important summer colony of Bernardsville. Free Acres gets its mail on the Rural Delivery Route 1 from Scotch Plains. There are now several stores supplying necessities in Berkeley Heights on the way from the station to Free Acres, and tradesmen from Scotch Plains, even from Plainfield, drive over at regular intervals. Milk, eggs, vegetables, etc., can be had from neighboring farmers.

All the land belonging to the Association, except five acres acquired by purchase in 1919, was a gift from Bolton Hall, Esq. The deed of gift carried conditions that the land should not be sold but should be rented on leases and that the rental returns should be spent for local taxes and public expenses of the Association.

The purchase of the above-mentioned tract of five acres was made possible by the issue of 6 per cent bonds (\$100 each) to the amount of \$2,500. These "Farm Inn" bonds are payable only out of the rentals and at the rate of \$200 a year at least. Lot-drawing determines the bonds to be redeemed each year. The five-acre tract included the old farmhouse originally on the land, which is now used as a community center, a place for meetings, for indoor social affairs, for exhibitions, etc. In front of it are the open-air platform where meetings and social affairs are held in good weather, the archery grounds, the tennis court and a playground.

On the platform, or in the house if weather demands it, are held the Town meetings, the gatherings by which the affairs of the Association are carried on. These regular monthly meetings are an important factor in the administration of the colony, for without the majority vote of the leaseholders, no matter of colony business can be put through.

FREE ACRES

Every leaseholder and all members of his or her family are entitled to vote at these meetings. Up to last year, even such colonists as did not hold land but rented homes from leaseholders were entitled to vote. Last year, however, it was decided that this class of residents could not have a vote in actual administrative business of the colony.

The business of the community is carried on by officers who are members of the Association, but any act of any officer, as such, or any measure suggested or proposed by any officer must be submitted to the regular meeting of the Association and voted on by the members at large. No measure can be passed except on majority vote. If the monthly meeting is too small to be representative, and the proposed measure very important, a majority of that meeting can vote to lay it over until the next meeting, or to call a special meeting to consider it. A measure can be suggested by a member of the Association, and then the meeting can vote as to whether it shall be taken up and its feasibility investigated by the committee concerned, after which it will be again presented to the regular Town meeting to be voted on by the Association in plenum.

The Assessor makes an annual valuation of the rental value of the land held by the Lessees apart from any improvements. "This valuation is checked up by the prices of adjoining land and usually amounts to about 8 per cent of the non-speculative price of nearby acreage." After adjustment of rentals by the Assessor, each leaseholder is given a list of the same, and within thirty days complaints may be made by any who are dissatisfied. Should a complaint remain unadjusted, the valuation is subject to referendum.

On February 24, 1924, it was voted that the minimum water rate be raised from five dollars to six dollars, that the rate for all-year-round leaseholders be raised from \$12.00 to \$15.00 and that for tenants on leaseholders' property, who are not themselves leaseholders, the rate should be \$20.00. Outsiders living nearby will be supplied at the same rate. For this increase of rate, however, there is a supply of good water all the year round, not merely for the summer months as before. An artesian well sixty feet deep supplies this water, which is pumped by an electric engine, installed in 1922 in place of the former kerosene engine, and the pipes extend to the larger part of the occupied holdings. Free Acres affords the only instance among the enclaves where the water-works are owned by the community. The affairs of the water-works are run by a Water Board consisting of five members, among whom is George Hicks, the engineer in charge of the power house.

There is now a list of 62 leaseholders, with a total resident member-

FREE ACRES

ship of over 130. From fifteen to twenty families winter over or spend all but a month or two in the colony. There are about sixty houses on colony land, and ten garages. Many residents have electric lights supplied by the Commonwealth Water and Light Company of New Jersey, the nearest office being at Summit. Several have telephones.

The growth of the colony has been steady for several years. Many new houses are up or in course of construction. While Free Acres houses are still architectural experiments, and many of the summer residents prefer the tents and small bungalows which were the original type used by the first colonists, some of them, and particularly the all-year-round residents, have erected substantial dwellings which make comfortable winter homes. The uninterrupted water supply has made winter residence in Free Acres far more comfortable. This and the equable climate, the surrounding wooded hills keeping off raw and chill winds, make it not only pleasant but healthful as a permanent home.

Like Arden, Free Acres has a highly developed community social life and recreation facilities. It has a charming little open-air theatre, although the dramatic Guild is not as active as formerly. The newest recreation Guild, the Archery Guild, holds the center of the stage at present. Will Crawford, the well-known illustrator, is the chairman and moving spirit in this Guild. It has a large and enthusiastic membership devoted to the practice of this picturesque sport. Two or three times during the summer the Archery Guild arranges a tournament where contests are held, the participants wearing costumes of Robin Hood's day. In the autumn, as close of the season, a particularly fine tournament is held.

The Swimming Pool has been enlarged and greatly improved. It is now furnished with a concrete bottom and rim, benches for spectators, and a constant supply, during the summer, of excellent pure water. The Swimming Pool Carnival is one of the gay events of the summer. Different groups have floats on the Pool, there are contests in aquatic "stunts" and many prizes given. There is also the usual parade of "bathing beauties" as a feature of the occasion. J. Thorne Smith is chairman of the Swimming Pool Association. The Tennis Guild, Chas. Lester, chairman, holds two annual tournaments on its excellent court. The newly inaugurated "All Guild's Day" in May is an annual feature. The Garden Guild, Mrs. Sarah Armbruster, Chairman, has shrunk somewhat in size and activity, possibly because of the growth of its own child, the very flourishing Watchung Hills Garden Club, which has grown out of the Free Acres Garden Guild, and which now holds annual exhibitions. Miss Ami Mali Hicks is chairman of

FREE ACRES

the Arts Guild. The big kitchen of the Old Farmhouse, now Community Center, is to be renovated and equipped to be used, under the guidance of a committee of women, for all community social affairs where refreshments are served.

The Saturday evening dances and Sunday afternoon "Gemotes" (lectures with discussion on some subject of general interest), once a feature of summer life in Free Acres, are still held but only occasionally, on special call. The more general use of the automobile has brought the colony within easy reach of many nearby places and has furnished more amusement for the week-ends. But these very facts have given the out-doors events, the Carnivals, Archery Meets, etc., in the picturesque setting of the colony's open spaces, added importance as centers of attraction for the country round about.

Free Acres boasts several colonists of fame known far beyond enclavial limits. A recent recruit is Konrad Bercovici, an outstanding figure in our newer literature. Will Crawford's pictures and illustrations, notably his portrayals of Indian and Western life, are nationally known. Ami Mali Hicks, interior decorator and designer of theatrical costumes; Bolton Hall, writer; J. Thorne Smith, writer; Wilma Wynn and Theodora Huntington, dancers; Victor Kilian, actor; Moses Oppenheimer and S. Ortman, teachers, are some more of the intelligentsia of Free Acres and elsewhere. A new feature has been added in the Merryfield Kennels, run by Miss Ethel Fischer, whose pretty cocker spaniels have been listed among leading prize winners of important Bench Shows the last two or three years.

The Trustees of Free Acres Association are J. T. Wherett, David Newman and Bolton Hall. Miss Ami Mali Hicks is Town Clerk, O. G. Fischer is Treasurer, J. T. Wherett is Road Commissioner. Mrs. Emma R. Fischer is Forest Commissioner. Dr. A. P. Firth is Health Commissioner, his two assistants being Mrs. A. M. Murdock and Mrs. Scott. M. Schultz is Assessor. George Hicks is Engineer in charge of the power house. There are Standing Committees as follows: Budget Committee, consisting of the officers of the Association and the chairmen of committees; Water Board, W. Armbruster, chairman, M. Schultz, S. Ortman, M. Oppenheimer, George Hicks; Farmhouse Committee, O. G. Fischer, chairman, Ami Mali Hicks, W. Armbruster, J. T. Wherett, Charles F. Lester. Auxiliary to the Farmhouse Committee is the "Kitchen Committee," composed of women, the function of which is to equip and keep the farmhouse kitchen in readiness for community affairs.

FREE ACRES

The growth of Free Acres appears from the following table:

<i>Year</i>	<i>Acres</i>	<i>Hectares</i>	<i>Actual</i>	<i>Gross Rent Basis of 1913¹</i>
1910	58	23		
1911	58	23	\$ 142	\$ 142
1912	58	23	135	144
1913	58	23	107	106
1914	58	23	154	154
1915	58	23	166	169
1916	62	25	370	366
1917	62	25	423	333
1918	67	27	744	420
1919	67	27	560	289
1920	67	27	577	280
1921	67	27	528	234
1922	67	27	600	408
1923	67	27	791	531
1924	67	27	948	616
1925	67	27	1,214	809
1926	67	27	1,207	759
1927	67	27	1,596	1,057

Including the net water rents as a part of the gross rent for the years for which the needed figures are available, the table for those years is as follows:

1921	67	27	\$ 806	\$ 357
1922	67	27	1,000	680
1923	67	27	1,244	858
1924	67	27	1,467	953
1925	67	27	1,948	1,299
1926	67	27	1,988	1,250
1927	67	27	2,594	1,718

¹ This column gives rent in terms of the value of a dollar in 1913. See Appendix I.

FREE ACRES

FINANCIAL STATEMENT

OF THE TREASURER OF FREE ACRES ASSOCIATION

For the Year Ending February 28, 1927

Receipts

Balance March 1, 1926.....	\$ 106.45
Land rents.....	1,596.40
Water rents.....	998.00
Survey charges.....	100.00
Penalties and interest.....	76.31
Guilds' account.....	123.83
Farmhouse rent.....	128.00
Bond subscriptions.....	80.00
Refund protest fee.....	1.40
Refund platform wiring account.....	40.00
Refund S. Gitnick coal account.....	13.50
	\$3,263.89

Expenditures

Water department, engineer and repairs.....	\$ 378.09
Water department, extension account.....	588.25
Water department, electrical service.....	53.06
Road account.....	298.45
Farmhouse account, repairs (including wiring, \$120).....	318.24
State, town and county taxes.....	329.04
Bonds retired.....	530.00
Interest on bonds.....	259.20
Postage and supplies.....	51.90
Building dam and draining Green Brook.....	230.00
Wiring platform (refunded).....	40.00
Safe deposit rent.....	10.00
Sundries.....	7.65
Balance March 1, 1927.....	\$3,093.88
	170.01

RECAPITULATION

In Summit Trust Company, March 1, 1927.....	\$ 357.99
Less checks outstanding.....	193.17
Cash on hand.....	\$ 164.82
	5.19
Total.....	\$ 170.01
Unpaid rents, 1926-27.....	97.48

No unpaid bills in treasurer's hands.

FREE ACRES

The following is a statement of outstanding obligations of Free Acres Association, consisting of balances on bond issues made at various periods to finance community improvements:

<i>Farmhouse 6 per cent Purchase bonds, payable \$200 or more annually March 1</i>	
Issued March 1, 1920.....	\$3,000.00
Amount retired to February, 1927.....	1,220.00
Balance outstanding.....	\$1,780.00
<i>Free Acres 6 per cent Improvement bonds, payable \$100.00 annually July 1</i>	
Issued July, 1924.....	
Amount authorized.....	\$1,300.00
Amount issued.....	1,280.00
Amount retired to February 28, 1927.....	300.00
Balance outstanding.....	\$ 980.00
<i>Water Extension 6 per cent bonds, payable \$100 annually September 1</i>	
Amount issued.....	\$1,200.00
Amount retired.....	130.00
Balance outstanding.....	\$1,070.00
Total amount of bonds outstanding.....	\$3,830.00
Free Acres sinking fund:	
One share Commonwealth Water and Light Company,—1st preferred 7 per cent com'l stock, par \$100.00.	
One share National Public Service Corporation, series A, 7 per cent preferred stock, par \$100.00.	

FREE ACRES

LEASEHOLDERS AND ASSESSMENTS, 1927-8

Class 1—\$49.00	2—\$42.00	3—\$37.00	Water; flat rate connection with main rented bungalows		\$6.00 15.00 20.00
Leaseholder.	Class	Acreage	Land Rent	Water Rent	Total
Wm. Armbruster R. F. D. 1 Scotch Plains, N. J.	1	1	\$49.00	\$15.00	\$ 64.00
Mrs. S. G. Armbruster	1	$\frac{1}{2}$	6.25	—	6.25
B. J. Berlinrut 821 S. 16th St., Newark, N. J.	3	$\frac{1}{2}$	18.50	15.00	33.50
Chris Blohm 603 West 148th St., New York City	2	$\frac{1}{2}$	21.00	15.00	36.00
Miss Jessie Bush, Newark, N. J.	3	$\frac{1}{2}$	9.25	15.00	24.25
Konrad Bercovici Care Boni & Liveright, New York City	1	$\frac{1}{2}$	18.40	15.00	33.40
W. Carr, Newark, N. J.	1	2	98.00	15.00	113.00
Clifford Clay 317 Amherst St., E. Orange, N. J.	2	$\frac{1}{2}$	21.00	15.00	36.00
William F. Cody 45 Grant Ave., Jersey City, N. J.	2	$\frac{1}{2}$	21.00	15.00	36.00
F. Costello, Sr., Jersey City, N. J.	3	1	37.00	30.00	67.00
F. Costello, Jr., Jersey City, N. J.	2	$\frac{1}{2}$	8.40	15.00	23.40
Will Crawford R. F. D. 1, Scotch Plains, N. J.	3	1	37.00	15.00	52.00
Mrs. Eberlein R. F. D. 1, Scotch Plains, N. J.	2	1	42.00	15.00	57.00
N. Evans, 50 E. 42nd St, New York City	3	$\frac{1}{2}$	18.50	15.00	33.50
Dr. A. P. Firth 1109 A 1 Broad St., Newark, N. J.	1	$\frac{1}{2}$	42.90	15.00	57.90
Mrs. N. Graham 212 West 68th St., New York City	3	1	37.00	15.00	62.00
O. G. Fischer R. F. D. 1, Scotch Plains, N. J.	2	$\frac{1}{2}$	(includes \$10 for survey) 21.00	15.00	36.00
A. Friptu 124 Second Ave., New York City	3	1	37.00	15.00	52.00
Mrs. Fouts, 68 4th Ave., Newark, N. J.	3	$\frac{1}{2}$	18.50	15.00	33.50
Stephan Gitnik R. F. D. 1, Scotch Plains, N. J.	3	$\frac{1}{2}$	18.50	15.00	33.50
Mrs. H. Godfrey R. F. D. 1, Scotch Plains, N. J.	1	$\frac{1}{2}$	12.25	15.00	27.25
Mr. Doros, 451 Ave. C, Bayonne, N. J.	2	$\frac{1}{2}$	21.00	15.00	36.00
Bolton Hall 2 East 23rd St., New York City	2	$\frac{1}{2}$	21.00	15.00	36.00
Miss A. M. Hicks 141 E. 17th St., New York City	2	$\frac{1}{2}$	10.50 (Gate House)	20.00	50.50
George Hicks R. F. D. 1, Scotch Plains, N. J.	1	$\frac{1}{2}$	24.50	15.00	39.50

FREE ACRES

<i>Leaseholder</i>	<i>Class</i>	<i>Acreage</i>	<i>Land Rent</i>	<i>Water Rent</i>	<i>Total</i>
Ronald Hotson 75 Gates Ave., Brooklyn, N. Y.	2	$\frac{1}{4}$	\$10.50	\$15.00	\$25.50
Miss Theodora Huntington 17 Christopher St., New York City	2	$\frac{1}{4}$	21.00	15.00	36.00
Wm. C. Johnson R. F. D. 1, Scotch Plains, N. J.	2	$\frac{1}{4}$	21.00	20.00	41.00
Victor Kilian R. F. D. 1, Scotch Plains, N. J.	3	$\frac{1}{4}$	9.25	15.00	24.25
Miss Helen Kissam R. F. D. 1, Scotch Plains, N. J.	1	$\frac{1}{4}$	6.15	15.00	21.15
Jos. Kleinberg 326 E. 78th St., New York City	3	$\frac{1}{4}$	27.75	15.00	42.75
James Lewis, 13 Taylor St., Newark, N. J.	3	$\frac{1}{4}$	27.75	15.00	42.75
Mrs. Lauten 62 Broadway, Jersey City, N. J.	2	$\frac{1}{4}$	21.00	15.00	36.00
Charles F. Lester R. F. D. 1, Scotch Plains, N. J.	2	1	42.00	15.00	57.00
L. Moore R. F. D. 1, Scotch Plains, N. J.	3	1	37.00	15.00	52.00
Mrs. N. A. Murdock R. F. D. 1, Scotch Plains, N. J.	2	$\frac{1}{4}$	21.00	15.00	36.00
M. D. Neuman 1884 Seventh Ave., New York City	3	$\frac{1}{4}$	18.50	15.00	33.50
P. Neuman 177 Neptune Ave., Jersey City, N. J.	2	$\frac{1}{4}$	15.75	15.00	30.75
Julius Printz 225 West 10th St., New York City	2	$\frac{1}{4}$	15.75	15.00	30.75
Mrs. Newcomb R. F. D. 1, Scotch Plains, N. J.	1	$\frac{1}{4}$	24.50	20.00	64.50
Mrs. M. Oppenheimer 1741 Marmion Ave., New York City	1	$\frac{1}{4}$	18.40	20.00	38.40
S. Ortman, 895 W. 180 St., New York City	1	$\frac{1}{4}$	24.50	15.00	39.50
David Paley, City Island, N. Y.	3	$\frac{1}{4}$	18.50	15.00	33.50
Mrs. L. Rocalton R. F. D. 1, Scotch Plains, N. J.	3	$\frac{1}{4}$	18.50	15.00	33.50
Mrs. Dorothy Russell 68 Plaza St., Brooklyn, N. Y.	3	$\frac{1}{4}$	27.75	15.00	42.75
Miss Irmgard Sander 23 Cypress Ave., Maplewood, N. J.	3	$\frac{1}{4}$	18.50	15.00	33.50
Mrs. S. Schoenfeld 31 West 27th St., Bayonne, N. J.	2	$\frac{1}{4}$	10.50	15.00	25.50
Max A. Schultze R. F. D. 1, Scotch Plains, N. J.	2	$\frac{1}{4}$	31.50	15.00	46.50
Claude Scott 14 South St., Elizabeth, N. J.	1	$\frac{1}{4}$	12.50	15.00	27.50
George Scott 43 East 22nd St., New York City	2	$\frac{1}{4}$	31.50	15.00	46.50
J. Thorne Smith 24 Charles St., New York City	1	1	49.00	15.00	64.00

LEASEHOLDERS AND ASSESSMENTS

<i>Leaseholder</i>	<i>Class</i>	<i>Acreage</i>	<i>Land Rent</i>	<i>Water Rent</i>	<i>Total</i>
Mrs. A. Stirling 62 West 66th St., New York City	1	1	49.50	15.00	64.00
C. B. Sturgis, Jr P. O. Box 681, New York City	3	$\frac{1}{2}$	18.50	15.00	33.50
Mr. Sullivan 24 Charles St., New York City	2	1	42.00	15.00	57.00
S. Taller, 31 West 27th St., Bayonne, N. J.	2	$\frac{1}{2}$	10.50	15.00	25.50
Mrs. R. Waters 50 Monroe Place, Brooklyn, N. Y.	1	1	49.00	15.00	64.00
R. N. Watkins Thomsonville, Sullivan Co., N. Y.	3	1	37.50	15.00	52.50
Mitchel Wechsler 65 W. 68th St., New York City	1	$\frac{1}{2}$	24.50	15.00	39.50
J. T. Wherett 609 Summer St., Newark, N. J.	1	$\frac{1}{2}$	36.75	15.00	51.75
Miss Wilma Wynn 313 West 74th St., New York City	1	$\frac{1}{2}$	6.15	15.00	21.15
John Bayers 27 West 39th St., Bayonne, N. J.	2	$\frac{1}{2}$	21.00	15.00	36.00
Mrs. Fanny Gibian 867 Boulevard, Bayonne, N. J.	2	$\frac{1}{2}$	21.50	15.00	36.00

FREE ACRES

CERTIFICATE OF INCORPORATION OF THE FREE ACRES ASSOCIATION

THIS IS TO CERTIFY that the undersigned, Robert G. Rogers, of Berkeley Heights, New Jersey; Frank C. Shaffer, of Berkeley Heights, New Jersey; Amy M. Hicks, of Berkeley Heights, New Jersey; Bolton Hall, of New York City, New York; and Ella M. Murray, of Berkeley Heights, New Jersey, do hereby associate themselves into a corporation under and by virtue of the provisions of an act of the Legislature of the State of New Jersey entitled "An act to incorporate associations not for pecuniary profit," approved April twenty-first, eighteen hundred and ninety-eight, and the several supplements thereto and acts amendatory thereof.

FIRST: The name of this corporation is FREE ACRES ASSOCIATION.

SECOND: The purposes for which this corporation is formed are to establish and conduct a community for the purpose of study and demonstration of problems of municipal government and taxation, in which all members of the Association shall be free from all forms of private monopoly of natural resources, and which shall secure to all members equality of opportunity, and a full reward of individual efforts to each.

THIRD: The location of the principal office of this corporation is at Free Acres. Post-office address is Berkeley Heights, New Jersey.

The name of the agent therein and in charge thereof, and upon whom process may be served is Frank C. Shaffer, Alabama Cottage, Berkeley Heights, New Jersey.

FOURTH: The number of Trustees of this corporation is three.

FIFTH: The names of the Trustees selected for the first year of the existence of this corporation are:

Frank C. Shaffer, Berkeley Heights, New Jersey
Amy M. Hicks, Berkeley Heights, New Jersey
Bolton Hall, New York City, New York

The Trustees shall have the general management of the affairs of the corporation but the Trustees shall have no power to convey the fee of any real property which may hereafter be owned by the corporation, except upon a vote of three-fourths of all the members thereof at a meeting to be called by the Trustees, upon at least ten days' notice, for the purpose of voting upon a proposed sale of such property.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of June, nineteen hundred and ten.

Signed, sealed and delivered in the presence of:

Robert G. Rogers
Frank C. Shaffer
Amy M. Hicks
Bolton Hall
E. M. Murray

State of New Jersey, County of Union, ss.

Be it remembered that on this 27th day of June, nineteen hundred and ten before me, a Commissioner of Deeds for the State of New Jersey,

Personally appeared ROBERT G. ROGERS, FRANK C. SHAFFER, AMY M. HICKS, BOLTON HALL and ELLA M. MURRAY, who I am satisfied are the persons named in and who executed the foregoing certificate, and I having first made known to them the contents thereof, they did each acknowledge that they signed, sealed and delivered the same as their voluntary act and deed.

William Jeffrey,
Commissioner of Deeds,
Union County, New Jersey

FREE ACRES

CONVEYANCE AND COVENANT

THIS INDENTURE, made the twenty-third day of July in the year nineteen hundred and ten

Between BOLTON HALL and SUSIE SCOTT HALL, his wife, both of the City, County and State of New York, parties of the first part,

and

THE FREE ACRES ASSOCIATION

a corporation organized under the laws of the State of New Jersey,

party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of eight thousand dollars (\$8000) in value received from the party of the second part, do hereby grant and release unto the said party of the second part, for ever,

ALL that tract of land formerly known as the Murphy Farm, lying in the Township of New Providence, Counties of Union and Somerset and State of New Jersey, described as follows:—BEGINNING at a point in the Southerly side of the road leading from Plainfield to Berkeley Heights and corner of property belonging to W. H. Rogers. Thence running along land of said Rogers in a magnetic course of South two degrees and thirteen minutes West (S 2°-13' W) a distance of nine hundred and eighty-five and seventy-five one-hundredths (985.75) feet to a point and corner of property belonging to Moldenke. Thence running along land of said Moldenke North eighty-one degrees and fifty-three minutes East (N 81°-53' E) a distance of twenty hundred and thirty-five and eighty-nine one-hundredths (2035.89) feet to a point and corner of property belonging to Burgmuller. Thence running along land of said Burgmuller North three degrees East (N 3° E) a distance of sixteen hundred and thirty-one and forty-nine one-hundredths (1631.49) feet to a hickory tree for a corner. Thence running South eighty-nine degrees and thirty-one minutes West (S 89°-31' W) a distance of one hundred and ninety-nine and nine one-hundredths (199.09) feet to a hickory stump for a corner, in or near the Southerly line of the road leading from Plainfield to Berkeley Heights aforesaid. Thence running along the Southerly line of said road South sixty-three degrees and thirty-six minutes West (S 63°-36' W) a distance of twenty hundred and eighty-one and sixty-four one-hundredths (2081.64) feet to the place of beginning. Containing sixty-two and six twenty-five one-thousandths (62.625) acres.

EXCEPTING, HOWEVER, from this conveyance all that tract of land beginning at a hickory tree being a corner of property belonging to one Burgmuller. Thence running along the line of said Burgmuller's land in a magnetic course of South three degrees West (S 3° W) four hundred and twenty-four (424) feet to a stone row. Thence running along said stone row South seventy-nine degrees and eighteen minutes West (S 79° 18' W) four hundred and thirteen (413) feet to another stone row. Thence running along said stone row North nineteen degrees and thirty-six minutes West (N 19°-36' W) three hundred and forty-eight (348) feet to a point in the Northwesterly line of property known as the Murphy Farm, said last mentioned point being in or near the Southeasterly line of the road leading from Union Village to Berkeley Heights. Thence running along said Northwesterly property line North sixty-three degrees and thirty-six minutes East (N 63°-36' E) three hundred and eighty-five and eighty-five one-hundredths (385.85) feet to a hickory stump being another corner of said Burgmuller's land. Thence still along said Burgmuller's line North eighty-nine degrees and thirty-one minutes East (N 89°-31' E) one hundred

FREE ACRES

and ninety-nine and nine one-hundredths (199.09) feet to the place of beginning. Containing four and sixty-four one-hundredths (4.64) acres of land.

The entire tract being the same premises conveyed to Charles W. Parsons by deed dated January 9th, 1907, from Robert Murphy and Mary Murphy, his wife, said deed having been recorded in the County of Union on January 11th, 1907, in Block 479 of Deeds, pages 350—; also in the County of Somerset on the 2nd day of April, 1907, in Block C, No. 11, of Deeds, pages 416, etc.

SUBJECT, HOWEVER, to a certain mortgage bearing interest at the rate of 6 per cent held by Mrs. Mary E. Walsh, for the sum of two thousand nine hundred and fifty dollars (\$2950).

Upon the express condition, however, which is hereby declared to be a condition and not a covenant, that the said grantee shall lease said lands in such portions as the Trustees of said grantee may from time to time deem proper, to such persons and for such terms as said Trustees shall determine, reserving as rent under each such lease, the rental value to be annually appraised as may be provided in the Constitution of the Free Acres Association, of the premises leased thereby, excluding improvements on those premises; and shall apply the rents so received to pay any taxes and assessments levied for state or local purposes or which may accrue from year to year, on the real estate of the said grantee or of its lessees, and also upon live stock or other tangible property permanently located thereon; and that they shall apply the balance of such rents to such communal purposes as said Trustees may deem to be properly public uses in that they cannot be left to individuals without giving them advantages over others; and they shall allow the lessees to use for common purpose such said lands as said Trustees may reserve for common uses.

And upon the further express condition, which is hereby declared to be a condition and not a covenant, that should the grantee ever mortgage, grant or convey the fee of the hereby granted lands or any part thereof, the land and the proceeds of such conveyance shall revert and be made over to the said BOLTON HALL, his heirs, executors, administrators or assigns.

TOGETHER with the appurtenances, and all the estate and rights of the parties of the first part in and to said premises. TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its successors, heirs and assigns for ever.

AND the said parties of the first part do covenant that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of
William Jeffrey

Bolton Hall (L. S.)
Susie Scott Hall (L. S.)

State of New Jersey, Township of New Providence, County of Union, ss.

On the 16th day of February in the year nineteen hundred and twelve before me personally came BOLTON HALL and SUSIE SCOTT HALL, his wife, to me known and known to me to be the individuals described in, and who executed the foregoing instrument and who I am satisfied are the grantors in the within Deed of Conveyance named, and I having first made known to them the contents thereof did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

CONSTITUTION

And the said SUSIE SCOTT HALL being by me privately examined separate and apart from her husband, did further acknowledge that she signed, sealed and delivered the same freely, as her voluntary act and deed, without any fear, threats or compulsion of or from her said husband.

William Jeffrey,
*Commissioner of Deeds,
Union County, New Jersey*

CONSTITUTION OF THE FREE ACRES ASSOCIATION

Preamble.

We, leaseholders and residents of FREE ACRES, desiring to create a community for the study and demonstration of problems of self-government, social progress and taxation where all shall be mutually helpful and free from all forms of monopoly of natural resources, in order to secure to all equality of opportunity and to each a full reward of efforts, have this day organized ourselves under the name of

THE FREE ACRES ASSOCIATION

and we, by our signatures, attest our fealty to the organization and our approval and loyal support of the following Constitution and By-Laws:

CONSTITUTION

ARTICLE I.

This village shall be known as FREE ACRES, and the organization of its people as the FREE ACRES FOLK.

ARTICLE II.

Title to all lands of FREE ACRES shall be held by the FREE ACRES ASSOCIATION for the use of the people of FREE ACRES.

ARTICLE III.

The lands of FREE ACRES shall be, in accordance with the Deed of Trust, administered under the plan of the Single Tax, and the rentals shall be assessed to correspond to the value or desirableness of each plot as determined by the FREE ACRES FOLK or their duly elected representatives acting as assessors; and therewith all taxes shall be paid which may be levied by any authority of New Jersey on the real estate of the Association or its lessees and upon the tangible property permanently located thereon.

ARTICLE IV.

There shall be one regular business meeting of the Free Acres Folk held each month. Special meetings shall be called by the Town Clerk upon request in writing signed by five or more Free Acres Folk. The Town Clerk shall notify all leaseholders of such special meetings, stating the time and object.

OFFICERS

ARTICLE V.

1. The officers of Free Acres shall serve until their respective successors are elected, and shall consist of

Three Trustees
A Town Clerk
A Treasurer

2. A chairman shall be elected at each meeting.

3. All officers and standing committees shall be elected by majority vote of the Free Acres Folk in Town Meeting.

FREE ACRES

VI

DUTIES OF OFFICERS AND COMMITTEES

ARTICLE VI.

1. The Trustees of Free Acres shall execute the will of the Free Acres Folk as expressed by majority vote at their Town Meetings. They shall have general supervision over all Communal rights, property and affairs of Free Acres.

They shall make allotments of land to applicants as shown on the Free Acres Town Clerk's books, in the order of their application, unless otherwise directed by the Free Acres Folk.

They shall make yearly assessments of rentals for use of land as decided upon by the Free Acres Folk.

They shall decide all important questions by vote, and keep a record of the same to be copied in their report to the next Town Meeting.

One of them shall sign all orders on the Free Acres Treasury, directed by vote of the Free Acres Folk.

2. The Free Acres Town Clerk shall conduct all general correspondence for the colony, and have charge of the same. He shall keep minutes of all meetings and submit them for approval or correction at the next meeting.

He shall fill out and sign all orders on the Treasury directed by vote of the Free Acres Folk, the same to be countersigned by at least one of the Free Acres Trustees, and shall make a record of the same in the proper book.

He shall have charge of all referendums.

He shall receive all applications for land and keep a record of same in regular order.

3. The Treasurer shall receive all moneys for the Free Acres Association and receipt for same.

He shall keep a ledger account and make written reports of receipts, resources and liabilities.

He shall receive all bills against the Free Acres Association and present same to meeting for action.

He shall submit his accounts for auditing when requested, shall give a bond such as may be required, and on the election of his successor give to him all the effects of the Free Acres Association in his possession.

He shall audit the accounts of the Trustees in the months of April and October and report same at the next Free Acres Town Meeting succeeding.

REFERENDUM

ARTICLE VII.

1. Any ten of the Free Acres Folk may initiate any action or proposition, to be referred to the vote of the entire community.

2. The Free Acres Folk may adopt such By-Laws for the Free Acres Association as a majority in Free Acres Town Meeting determine, providing they are not in conflict with this Constitution.

ARTICLE VIII.

No discrimination shall be made on account of age, color or sex.

ARTICLE IX.

Nothing shall be construed to invalidate the Association's right of eminent domain. In all leases of land the Association shall reserve the right to resume the possession of the said leased land for public purposes, on payment of all damages sustained by the lessee thereby, to be determined by three appraisers, one to be chosen by the board of trustees, one by the lessee, and the third by these two.

CONSTITUTION

ARTICLE X.

No private franchise for the supplying of its members with such public necessities as water, light, heat, power, transportation facilities, irrigating systems, etc., shall ever be granted at FREE ACRES.

ARTICLE XI.

No taxes or charges of any kind, other than hereinbefore provided for, shall be levied by the Association upon the property or persons of its members.

ARTICLE XII.

Every leaseholder and resident who has signed the Constitution shall be entitled to vote at all business meetings of the Free Acres Folk.

ARTICLE XIII.

The rights of its members to absolute freedom shall never be abrogated or impaired by the Association, and the only limit to the exercise of the will of individuals shall be the equal rights of all others.

ARTICLE XIV.

This Constitution may be amended, altered or abrogated by a two-thirds vote of those Free Acres Folk present at any Free Acres Town Meeting PROVIDED that a written notice of such meeting and of the proposed amendment shall have been mailed or delivered to all the leaseholders at least a week before.

BY-LAWS

I. There shall be elected a Health Officer, who shall have control of all matters of sanitation; a Forester, who shall have control of all cutting of growing shrubs and trees; a Superintendent from the Trustees, who shall act as General Manager of Communal rights and property and affairs of FREE ACRES; and a Commissioner of Highways, who shall lay out and keep in order all roads and paths.

II. Lands shall be allotted in units of 10,000 square feet or as near as may be convenient and not more than one acre to each adult person, and the lease shall be in the form following:

This Agreement made this.....day of.....

19.....witnesseth that.....
leases from THE FREE ACRES ASSOCIATION, the lot of land in FREE ACRES,
Berkeley Heights.....County, State of New Jersey, marked on the
accompanying plan as Lot.....containing about.....
at a rental of.....dollars to March 1st next, and
thereafter at such yearly rental payable in advance on the 1st day of each March as
shall be assessed against it by the Assessor or Assessors of FREE ACRES, subject
to appeal within one month to a regular meeting of the FREE ACRE FOLK. And
the said assessment shall equal as nearly as possible the full annual rental value of
the land, excluding improvements thereon; and all rentals so collected from the
Leaseholders shall be expended first in the payment of all direct taxes, levied by any
authority of New Jersey upon the FREE ACRES real estate and upon any tangible
property permanently located thereon, so far as said rentals will suffice, so that all the
Leaseholders shall be exempt and free of all direct Taxation to that extent, and thereafter
for such Communal Purposes as are properly public in that they cannot be left to
individuals without giving them an advantage over others.

And the said Lessee may terminate this Lease at the end of any term by giving
Sixty Days' Notice to the Trustees. And the said Trustees or their Agent may
terminate this Lease at any time on Sixty Days' Notice if the Lessee shall fail to
pay the rent at the times agreed upon, or if or any for whom
.....responsible, shall cut timber on any of the lands of FREE
ACRES without written leave from the Forester, or make use of the land in such
manner as shall be voted by a majority of the residents of the Community at a
Town Meeting to be injurious to the rights of others.

Upon any termination of this Lease, except for arrears of rent, the Leaseholder
may within thirty days remove, sell, or otherwise dispose of such improvements as
.....ha.....upon the land provided it be left in the same good condition
as when the Lease began.

And if no such Notice be given by the Lessee, the Trustees or their Agent, this
Lease shall continue from year to year upon the same terms as above, and all rights
and liabilities herein given to or imposed upon either of the Parties hereto shall
extend to the Heirs, Executors, Administrators, Successors and Assigns of such
Party.

In all leases of land the Association reserves the right to resume the possession
of the land for public or for Community purposes, on payment of all damages
sustained by the Lessee thereby, to be determined by three appraisers, one to be
chosen by the Board of Trustees, one by the Lessee, and the third by these two.
Nothing shall be construed to invalidate the Association's right of eminent domain.

In Witness Whereof, the said Parties have hereunto set their HANDS
and SEALS.

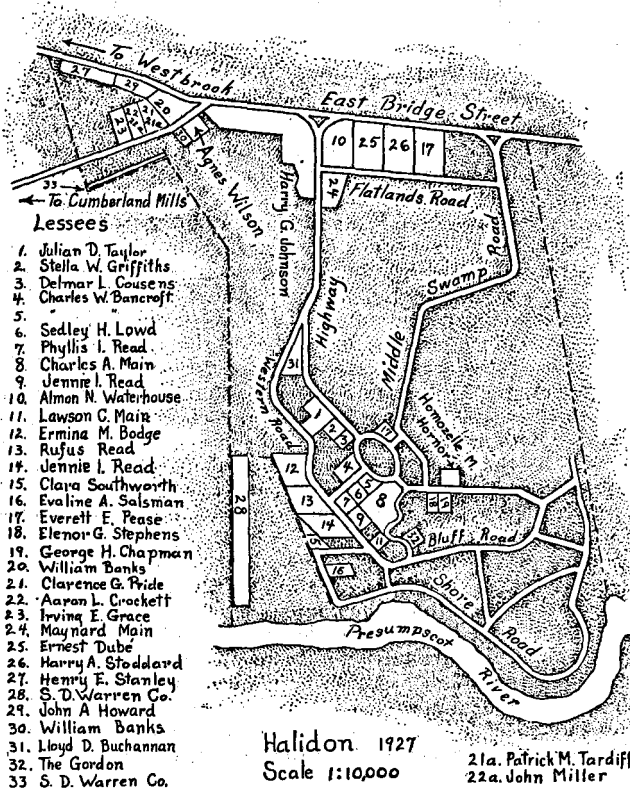
WITNESS

..... SEAL

..... SEAL

For the Trustees

HALIDON



HALIDON

The enclave of Halidon comprises 172 acres, of which 120 served as the foundation of the trust of Halidon, formed July 18, 1911, while 52 were added October 24, 1913. The land consists of a low plateau, 60 feet above the Presumpscot River, in the village of Cumberland Mills, in the city of Westbrook, Maine. Its western boundary is within a mile of the paper factory of the S. D. Warren Company, which for part of its land is a lessee of Halidon (page 183) and of post-office, railway, and trolley of the village, while the eastern boundary is within about the same distance from the trolley at Riverton in the district of Portland called Deering, five miles from the heart of the city.

The original trustees were William Price, Frank Stephens, and Fiske Warren. The system in general is like that of Tahanto. Many persons becoming interested at the beginning through the efforts of Miss Lillian B. Quimby, plots were freely taken even by those not intending to build, and Halidon was enabled to organize itself as a community in the autumn of 1912, the first village meeting having been held on October 19 of that year. The three members of the governing council, called "Representers," were elected by the Hare-Spence system of proportional representation, which has been in use ever since, each election being for the whole board. Both sexes, down to fifteen years of age, have the ballot. The Council has the right to appoint the village clerk, the treasurer (subject to confirmation by the meeting), and any other officers. All its acts are reviewable by the village meeting, which can also elect a new Council whenever it desires.

The community, about half of which consists of persons employed in the paper mill, is still small, notwithstanding the fact that all the land is under lease, but the growth has been satisfactory and the prospects are good. Thus far it has raised little or nothing for the market, agriculture when pursued being only an incidental interest of each household. The rents range from \$7.23 to \$18.08 an acre. There are thirteen cases in which the taxes on improvements and personalty exceed the rent. There are twenty dwelling houses and two stores in Halidon. The assessed valuation of the real estate in 1927 was \$18,350; land \$4,600 and buildings \$13,750.

On May 15, 1919, there was organized the Rochdale Society of Halidon, which, although its volume of business has been small, has made a continuous profit and is building itself up under the management of Mrs. Stella W. Griffiths. Dividends have been paid, ranging from two and a half to ten per cent. The capital, October 31, 1927, was

FINANCIAL STATMENT OF TRUSTEES

\$90.73. The dividend rate since November 1, 1925, has been nine per cent.

The officers of Halidon are as follows: Trustees, Ernest B. Gaston, Lois Warren Shaw, Fiske Warren; Clerk, Pascia Personya Warren; Treasurer, Stella W. Griffiths. The Councillors are Stella W. Griffiths, Lawson C. Main, Pascia Personya Warren.

The growth of Hallidon appears from the following table:

<i>Year</i> ¹	<i>Acres</i>	<i>Hectares</i>	<i>Actual</i>	<i>Gross Rent Basis of 1913</i> ²
1912	120	49	\$ 43	\$ 46
1913	120	49	36	36
1914	172	70	203	203
1915	172	70	285	281
1916	172	70	318	315
1917	172	70	737	580
1918	172	70	818	462
1919	172	70	866	446
1920	172	70	992	482
1921	172	70	1,090	482
1922	172	70	1,220	830
1923	172	70	1,778	1,193
1924	172	70	1,769	1,149
1925	172	70	1,307	871
1926	172	70	1,430	899
1927	172	70	1,406	931

¹ Fiscal year ends March 31.

² This column gives rent in terms of the value of a dollar in 1913. See Appendix I.

FINANCIAL STATEMENT OF TRUSTEES

For Year Ending March 31, 1927

<i>Receipts</i>	
Balance March 31, 1926.....	\$ 870.80
Rents.....	1,405.79
Interest.....	75.89
	\$2,352.48
<i>Expenses</i>	
Payment to Council, balance of 1926.....	\$ 126.27
Taxes.....	149.04

HALIDON

Refunds.....	\$1,050.34
Amortization on debts for land purchased.....	143.02
Balance March 31, 1927.....	\$1,468.67
	883.61
	\$2,352.48

REPORT OF TREASURER OF COUNCIL

For Year Ending March 31, 1927

<i>Receipts</i>	
Balance March 31, 1926.....	\$5,261.78
Payment by Trustees.....	126.27
Bond coupons.....	17.00
Interest.....	201.49
Check from Trustees for reserve fund.....	744.53
	\$6,351.07
<i>Expenses</i>	
Work on roads.....	\$ 125.80
Rent of safe deposit box.....	3.00
	\$ 128.80
Balance March 31, 1927.....	6,222.27
	\$6,351.07

STATEMENT OF ASSETS AND LIABILITIES

<i>Assets</i>	
Deposit in Bank of Fairhope.....	\$1,596.78
Cash.....	187.20
Four Liberty Bonds.....	400.00
Savings account, Westbrook Trust Co.....	3,743.76
	\$5,877.74
<i>Liabilities</i>	
None	

RENTAL ASSESSMENTS

For year ending March 31, 1928, payable on or before April 1, 1927, by check to Fiske Warren, Trustee, Harvard, Mass., or in cash to Stella W. Griffiths, Treas., Halidon.

<i>Lessees</i>	<i>Area Square Feet</i>	<i>Rate per 10,000 Sq. Ft.</i>	<i>Rent</i>
Charles W. Bancroft.....	31,410	\$3.83	\$ 12.03
William Banks.....	43,560	4.12	17.95
Ermina H. Bodge.....	20,000	1.96	3.92
Lloyd D. Buchanan.....	15,000	3.63	5.45
George H. Chapman.....	8,190	3.80	3.11

RENTAL ASSESSMENTS

Delmar L. Cousens.....	9,000	\$3.83	\$ 3.45
Aaron L. Crockett.....	43,560	4.13	17.99
Ernest Dubé.....	40,000	3.95	15.80
Irving Grace.....	43,560	4.15	18.08
Stella W. Griffiths.....	10,000	3.82	3.82
Homozelle H. Hornor.....	10,000	3.59	3.59
John A. Howard.....	40,847	3.79	15.48
Ruth C. Hyde.....	10,000	3.59	3.59
Harry L. Johnson.....	103,362	3.94	40.72
Anna M. Main.....	9,115	3.83	3.49
Charles A. Main.....	42,693	3.83	16.35
Lawson C. Main.....	11,642	2.49	2.90
Maynard R. Main.....	43,813	3.83	16.78
Charles L. Pooler.....	21,780	4.11	8.95
Clarence G. Pride.....	41,239	4.12	16.99
Jennie I. Reed.....	20,000	1.97	3.94
	10,000	2.40	2.40
Phyllis I. Reed.....	9,704	2.37	2.30
Rufus Reed.....	20,000	1.97	3.94
Evaline A. Salsman.....	9,935	1.96	1.95
Clara Southworth.....	9,997	1.96	1.96
Henry E. Stanley.....	37,732	3.79	14.30
Elenor G. Stephens.....	8,190	3.80	3.11
Frank Stephens.....	10,026	1.96	1.97
Harry A. Stoddard.....	80,000	3.84	30.72
Julian D. Taylor.....	28,514	3.63	10.35
S. D. Warren Co.....	132,450	1.96	25.96
Fiske Warren.....	6,501,320	1.66	1,079.22
Almon N. Waterhouse.....	43,560	4.03	17.55
	<u>7,520,199</u>	<u>\$1.90</u>	<u>\$1,430.11</u>

You are hereby notified to pay your rent as shown on the above schedule.

Council of Halidon,

Stella W. Griffiths
Lawson C. Main
Pascia Warren

Westbrook, Maine.
March 8, 1927.

HALIDON

LIST OF MEMBERS

Bancroft, Charles William, Cumberland Mills, Me. Tel. Westbrook, 237-J.
Bancroft, Ella Frazier, Cumberland Mills, Me.
Bancroft, Elsie M., Cumberland Mills, Me.
Banks, Emily, R.F.D. No. 1, Park Road, Westbrook, Me.
Banks, William, R.F.D. No. 1, Park Road, Westbrook, Me. Tel. Westbrook, 483-W.
Bodge, Ermina, 369 Essex St., Woodfords, Me.
Buchanan, Goldie M., Cumberland Mills, Me.
Buchanan, Lloyd D., Cumberland Mills, Me.
Chapman, George, 22 Turner St., Portland, Me.
Chapman, Mildred, 22 Turner St., Portland, Me.
Cousens, Delmar L., Gardiner, Me.
Cousens, Ella, Gardiner, Me.
Crockett, Aaron L., R.F.D. No. 1, Park Road, Westbrook, Me. Tel. Westbrook, 46-R.
Crockett, Louis, R.F.D. No. 1, Park Road, Westbrook, Me.
Crockett, Mildred, R.F.D. No. 1, Park Road, Westbrook, Me.
Crockett, Nina, R.F.D. No. 1, Park Road, Westbrook, Me.
Crockett, Wilbur, R.F.D. No. 1, Park Road, Westbrook, Me.
Dube, Bertha, R.F.D. No. 1, East Bridge St., Westbrook, Me.
Dube, Ernest, R.F.D. No. 1, East Bridge St., Westbrook, Me. Tel. Westbrook, 483-J.
Fickett, Carlton C., R.F.D. No. 3, Oxford, Me.
Fickett, Phyllis R., R.F.D. No. 3, Oxford, Me.
Grace, Irving E., R.F.D. No. 1, Park Road, Westbrook, Me. Tel. Westbrook, 46-Y.
Griffiths, Gordon G., Cumberland Mills, Me.
Griffiths, Stella W., Cumberland Mills, Me. Tel. Westbrook, 174-M.
Hornor, B. Frank, 549 West Main St., Clarksburg, W. Va.
Hornor, Homozelle H., 549 West Main St., Clarksburg, W. Va.
Howard, John A., R.F.D. No. 1, East Bridge St., Westbrook, Me.
Johnson, George, R.F.D. No. 1, East Bridge St., Westbrook, Me.
Johnson, Harry G., R.F.D. No. 1, East Bridge St., Westbrook, Me. Tel. Westbrook, 483-M.
Johnson, Myrtle, R.F.D. No. 1, East Bridge St., Westbrook, Me.
Lowd, Ethel M., Box 18, East Derry, N. H.
Lowd, Sedley H., Box 18, East Derry, N. H.
Main, Charles A., Cumberland Mills, Me. Tel. Westbrook, 237-W.
Main, Constance Estelle, Cumberland Mills, Me.
Main, Lawson C., Cumberland Mills, Me. Tel. Westbrook, 237-M.
Main, Maynard R., Cumberland Mills, Me.
Main, Olivia H., Cumberland Mills, Me.
Main, Viola G., Cumberland Mills, Me.
Miller, Hilda M., R.F.D. No. 1, Park Road, Westbrook, Me.
Miller, John R., R.F.D. No. 1, Park Road, Westbrook, Me.
Pease, Everett E., 31 Haskell St., Westbrook, Me.
Pease, Gladys, 31 Haskell St., Westbrook, Me.
Pride, Clarence, R.F.D. No. 1, Park Road, Westbrook, Me.
Pride, Leona, R.F.D. No. 1, Park Road, Westbrook, Me.
Pride, Lillian, R.F.D. No. 1, Park Road, Westbrook, Me.
Read, Jennie I., Cumberland Mills, Me.

DECLARATION OF TRUST

Read, Rufus, Cumberland Mills, Me. Tel. Westbrook, 237-Y.
Salsman, Evaline A., 18 Taft Ave., Beverly, Mass.
Southworth, Clara Martin, 77 Park St., Portland, Me.
Southworth, Constant, 77 Park St., Portland, Me.
Stanley, Henry E., R.F.D. No. 1, East Bridge St., Westbrook, Me.
Stephens, Elenor G., Arden, Del.
Stephens, Frank, Arden, Del.
Tardiff, Leona Pride, R.F.D. No. 1, Park Road, Westbrook, Me.
Tardiff, Patrick F., R.F.D. No. 1, Park Road, Westbrook, Me.
Taylor, Julian D., 37 College Ave., Waterville, Me.
Warren, Fiske, Harvard, Mass. Tel. Westbrook, 174-W.
Warren, Gretchen O., Harvard, Mass.
Waterhouse, Almon N., 78 Lamb St., Cumberland Mills, Me.
Waterhouse, Annie L., 78 Lamb St., Cumberland Mills, Me.
Wilson, Agnes, R.F.D. No. 1, East Bridge St., Westbrook, Me.
Wilson, Jason, R.F.D. No. 1, East Bridge St., Westbrook, Me. Tel. Westbrook, 483-R.
Wilson, John, R.F.D. No. 1, East Bridge St., Westbrook, Me.

DECLARATION OF TRUST

AS AMENDED APRIL 13, 1912

WHEREAS, by Declaration of Trust dated July 18, A.D. 1911, and recorded with Cumberland County, Maine, Deeds, Fiske Warren, of Harvard, Massachusetts, Frank Stephens, of Philadelphia, Pennsylvania, and William L. Price, of Moylan, Pennsylvania, declared certain trusts as to land therein referred to; and

WHEREAS said Declaration of Trust by Article Seventh thereof reserved to the Trustees powers by instrument in writing executed by them and a majority of the members of the Community of Halidon in said Declaration of Trust referred to, to amend said Declaration of Trust, and by Article Twelfth, authorized the Trustees whenever there was no organized community in existence to exercise alone any powers which they were authorized to exercise with the approval of the community; and

WHEREAS there is not any organized community as contemplated by said Declaration of Trust;

Now THEREFORE we, the said Fiske Warren, Frank Stephens and William L. Price, by virtue and in execution of the powers conferred upon us, do hereby amend said Declaration of Trust so that the same shall read as follows:

DECLARATION OF TRUST

WHEREAS certain real estate in the city of Westbrook, Maine, has by deed of even date herewith been conveyed by Austin T. Wright, of Cambridge, Massachusetts, to Fiske Warren, of Harvard, Massachusetts, Frank Stephens, of Philadelphia, Pennsylvania, and William L. Price, of Moylan, Pennsylvania, as joint tenants, and not as tenants in common; and,

WHEREAS said Warren, Stephens and Price, hereinafter called the Trustees, have accepted said conveyance on the trust hereinafter set forth;

HALIDON

NOW THEREFORE we, the said Trustees, do hereby declare that we hold and stand seized of said real estate, and covenant with said Austin T. Wright, and all persons who may become interested hereunder that we will hold and stand seized thereof and of all other real estate or personal property that may hereafter be conveyed to us as such Trustees for the following purposes and upon the following trusts, to wit:

FIRST: Name of Trust. The Trustees under this instrument shall be known as the Trustees of Halidon.

SECOND: Use of Property; Leases. The Trustees shall from time to time set apart for public use by the members of the community hereinafter referred to such portions of the trust property not at the time leased as the community shall by action duly taken in accordance with its organization from time to time determine, and from time to time withdraw from such public use any of such property in accordance with directions given in like manner by the community. The Trustees shall from time to time grant leases for ninety-nine (99) years or shorter terms of such portions of said land not at the time reserved for public use as they think fit, and the community hereinafter referred to, if in existence, approves, to such persons, including corporations, as may apply therefor and may be approved by the Trustees, or by said community whenever there is an organized community. Such leases shall:

(1) *Rental; Arbitration as to Amount.* Provide for an annual rental equal to the full economic rent of land leased, such rental to be determined from year to year by the Trustees until there is an organized community as hereinafter provided for, and whenever there is such an organized community by it, in such manner as its organization may provide: any leaseholder aggrieved by the action of the Trustees or of the community fixing the rent to be paid by him in any year, may require an arbitration to fix the amount of the rental: the Trustees may if they deem the rent to be paid by any leaseholder in any year as fixed by the community too low require an arbitration between themselves and such leaseholder to fix the amount of the rental, or if they deem the rent too high may require an arbitration between themselves and the community to fix the amount of the rental; every arbitration shall be in the manner provided in this deed of trust and the decision of the arbitrators fixing the rent shall be final;

(2) *Improvements.* Provide that all improvements made upon the leased land shall be the property of the lessee, and may be removed from the land if not in arrears in the payment of the rental or upon payment of such arrears, at any time before the termination of the lease, and may be sold with a like right of removal to any person, and if sold to a new tenant of the same land before the right of removal terminates, may be held by him with the same right of removal as if erected by him;

(3) Provide that the Trustees will from and to the extent of the rental collected by them from all the trust estate under lease, except in case of additional land hereafter acquired, after deducting their necessary and proper expenses of administering the trust, but not including any compensation for their own services, apply the net rental remaining to the following purposes, in the order specified:

(A) *Taxes.* To payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon the trust real estate, including that leased, but excluding improvements on such real estate;

(B) To payment in full, or ratably if they cannot pay in full, of all taxes and assessments on improvements upon the premises leased by said Trustees, whether assessed as real estate or personal property;

(C) To payment in full, or ratably if they cannot pay in full, of all taxes and assessments on tangible personal property situated on the trust real estate belong-

DECLARATION OF TRUST

ing to members of the community, or to persons who if fifteen (15) years of age would be members of the community, other than improvements;

(4) *Proceedings for Abatement of Taxes.* Provide that the Trustees may, in their discretion, in the name and behalf of any lessee, apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to such lessee which under the terms of the lease would be payable by the Trustees;

(5) *Taking for Public Use.* Provide that all or any part of the property leased to any person by the Trustees may at any time by action of the community, when there is an organized community, in such manner as its form of organization may provide, be taken for any public use for the community; in case of any such taking the community shall award damages for such taking, if the lessee has suffered any damage thereby; in case the lessee is dissatisfied with the sum awarded, the damages to be paid shall be determined by arbitration;

(6) *Termination.* Provide that the lease may be terminated for violation of such reasonable ordinances as the community may from time to time enact and declare to be a cause for termination, and as the Trustees approve;

(7) *Adherence to Community.* Provide that every leaseholder by acceptance of a lease becomes a member of the community, if there is an organized community, and accepts its constitution and ordinances.

The leases shall be substantially in the form hereto annexed except so far as the Trustees may from time to time, with approval of said community, change the provisions thereof other than those enumerated above.

THIRD: Use of Income. After deducting their necessary and proper expenses of administering the trust, but not including any compensation for their own services, and after payment of taxes and assessments as provided above, the Trustees shall dispose of the income remaining, if any, as follows:

(1) *Payment to Fiske Warren.* They shall pay annually to Fiske Warren or his executors, administrators or assigns, a sum equal to ten (10) per cent of the gross rental received or so much thereof in each year as the amount received permits, but without any accumulation of arrears, until such payment amounts in the aggregate to four thousand (4000) dollars with interest at six (6) per cent per annum from August 1, 1911, compounded annually, but in no event for a longer time than thirty (30) years from this date. Such payment is made to compensate said Fiske Warren for the original cost to him of providing the land conveyed to the Trustees and held hereunder. If at any time any land adjoining the trust property comes under a single tax system, and the community is of opinion that the payment above provided puts the community at a disadvantage as compared with occupants of such adjoining land, the community may require an arbitration between it and said Fiske Warren or the persons at the time entitled to such payment, to determine whether or not there is such disadvantage and if so, whether such payment shall be discontinued or be reduced, and if reduced, by what amount.

(2) *Public Purposes.* They shall pay over any surplus net income remaining in any year to the community hereinafter referred to for application to uses public in the sense that they cannot be left to individuals without giving one an advantage over others, and including hiring any real estate for public use and including the acquisition of additional real estate, together with whatever personal property may reasonably be purchased as part of the transactions, to be held by the Trustees, who shall within a reasonable period sell any improvements that may be on the land so acquired, except so far as such improvements are retained for public use of the com-

munity. In case, and whenever there is no organized community to which such income can be paid over, the Trustees shall themselves apply such surplus net income to such public uses for the common benefit of their lessees, or in their discretion may pay the same to the city of Westbrook.

(3) *Powers as to Acquiring Additional Land.* The Trustees shall have power if any additional land is purchased as above provided to purchase wholly or in part on credit, to take the same subject to a mortgage, or themselves to borrow money on the credit of such land and to mortgage the same as security, and to apply any income received by them from any of the trust property to the payment of interest on any such indebtedness as an expense of administering their trust, and to apply any surplus income to the reduction of the principal of such indebtedness, or to charge the rental received from such additional land with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price on any indebtedness therefor, or for money borrowed to acquire any such land, but they shall have no authority to create any legal liability on the part of the community to pay for any such land or to create any legal obligation by which the rental of any land except that so purchased can be reached and applied, except by their voluntary act as above provided, to satisfy any claim for unpaid purchase money.

FOURTH: *The Community.* The community herein referred to shall consist of all the persons not less than fifteen (15) years of age for the time being holding leases from the Trustees, the wife or husband of a leaseholder, and such other persons, not less than fifteen (15) years of age, residing on the trust estate, as may by the form of organization adopted by such leaseholders be associated with them. Such organization shall exist whenever not less than ten (10) leaseholders have so organized and shall continue as long as such organization is maintained and not less than ten (10) leaseholders remain members.

FIFTH: *Resignations; Vacancies; New Trustees.* Any Trustee under this instrument may resign his trust by instrument in writing delivered to his co-Trustee or co-Trustees and recorded in Cumberland County, Maine, Registry of Deeds. Whenever a vacancy from any cause exists in the number of Trustees, the surviving or remaining Trustees shall by instrument in writing recorded in said Registry of Deeds appoint a new Trustee or Trustees, who shall upon confirmation by said community by a vote of a majority of such members as are present and vote at a meeting called for the purpose in such manner as the form of community organization may provide, or without confirmation if no organized community is in existence, forthwith and without the necessity of any conveyance become vested jointly with such surviving or remaining Trustees or Trustee with the same rights, powers, titles and estates as if originally appointed a Trustee hereunder. Pending the appointment of a new Trustee, the surviving or remaining Trustees or Trustee may exercise all the powers of the Trustees hereunder.

SIXTH: *Action by Trustees; Delegation of Powers.* Except as otherwise herein expressly provided, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his power for such time as he thinks proper by instrument in writing, and the Board of Trustees may in like manner delegate to any one of their number such part of the powers of the board for such time as they think proper: any such delegation by a Trustee or by the board may at any time be revoked by him or by the board. Any Trustee may so delegate his power to act in respect to any matter in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter.

DECLARATION OF TRUST

SEVENTH: *Amendments and Termination.* This declaration of trust may be amended or terminated at any time by instrument in writing executed by a majority of the Trustees for the time being, and by a majority of the members for the time being of the Community of Halidon, but no such amendment shall impair any of the rights of a lessee from the Trustees under his lease or shall provide for any other distribution or disposition of the trust property free from the trust than is herein provided for.

EIGHTH: *Duration of Trust.* Unless sooner terminated as hereinbefore provided, this trust shall continue until the expiration of twenty-one (21) years after the death of whichever of the following named person dies last, to wit: Said Fiske Warren, said Frank Stephens, said William L. Price, Margaret Lightfoot Price, William Webb Price, Ruth Kirk Price and Catherine Price, the last four being children of said William L. Price, and Margaret Eakin Stephens, Donald Stephens and Roger Stephens, being children of said Frank Stephens, and Rachel Warren, Marjorie Warren and Hamilton Warren, being children of said Fiske Warren, and Sarah Warren, Martha Warren, Jeannette Warren, Georgia Warren and Josephine Warren, being children of Joseph Adams Warren, and Janet Warren Shaw, Catherine Warren Shaw and Mary Warren Shaw, being children of Lois Warren Shaw.

NINTH: *Final Disposition of Property.* Upon the expiration or prior termination of this trust the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons, or body corporate as a majority of the Trustees for the time being and a majority of the members for the time being of the community shall in writing determine, or upon failure to agree, or if for any reason there is no longer any community, then to the city of Westbrook. Such conveyance shall be upon the terms that all leases at the time outstanding shall remain in force; the lessees shall be bound to pay as rental such amount as may be agreed upon by them and the grantee of the reversion as the fair equivalent from time to time of the economic rent, less any taxes and assessments required to be paid by the lessee, which by the terms of the lease should be paid by the lessor; in case the grantee and lessee cannot agree upon such equivalent, it shall be determined by arbitration. If at the time of conveyance the payments to be made to said Fiske Warren have not terminated, the grantee shall continue bound to make such payments to the same extent to which the Trustees would have been bound to make payments.

TENTH: *Arbitration.* Whenever a reference to arbitration is provided for in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of the majority of the referees shall be conclusive and final upon the parties.

ELEVENTH: *Authentication of Facts.* A certificate signed and sworn to by a majority of the Trustees for the time being and recorded in said Cumberland Registry of Deeds, stating that certain persons constitute all or a majority of the members of said community, or reciting the existence of any fact the existence of which is required to authorize any action taken by the Trustees, shall as to third persons acting in reliance thereon be conclusive evidence of such statement therein contained or of the existence of such fact.

TWELFTH: *Power in Case No Community.* If and whenever there is no organized community in existence, the Trustees may exercise alone any power which by this instrument may be exercised by them with the approval of the community.

HALIDON

IN WITNESS WHEREOF, we, the said Fiske Warren, Frank Stephens and William L. Price, have hereunto set our hands and seals this eighteenth day of July, A.D. 1911.

Frank Stephens
William L. Price
Fiske Warren

And we, the said Fiske Warren, Frank Stephens and William L. Price, hereby certify that there is no organized community as contemplated in said Declaration of Trust, that no leases have been granted under said Declaration of Trust, and that no person has acquired any interest in the premises referred to in said Declaration of Trust since the date thereof.

And I, Austin T. Wright, in said Declaration of Trust referred to, hereby assent to the foregoing amendment thereof.

IN WITNESS WHEREOF, we, the said Fiske Warren, Frank Stephens, William L. Price and Austin T. Wright, have hereunto set our hands and seals this thirteenth day of April, A.D. 1912.

Fiske Warren
Frank Stephens
William L. Price
Austin T. Wright

Suffolk, ss.

Boston, April 17, 1912.

Then personally appeared the above named Fiske Warren to me known and known to me to be one of the persons who executed the foregoing instrument, and acknowledged that he executed the same as and for his free act and deed, and made oath that the certificate therein contained is true, before me,

Roger Sherman Hoar,
Notary Public.

Suffolk, ss.

Boston, April 17, 1912.

Then personally appeared the above named Frank Stephens, to me known and known to me to be one of the persons who executed the foregoing instrument, and acknowledged that he executed the same as and for his free act and deed, and made oath that the certificate therein contained is true, before me,

Roger Sherman Hoar,
Notary Public.

State of Pennsylvania, County of Philada., ss. Philadelphia, Pa., April 18, 1912.

Then personally appeared the above named William L. Price, to me known and known to me to be one of the persons who executed the foregoing instrument, and acknowledged that he executed the same as and for his free act and deed, and made oath that the certificate therein contained is true, before me,

W. J. Jackson, *Notary Public.*
1300 Land Title Bldg.,
Com. Ex. February 26, 1913.

Recorded in Cumberland Registry of Deeds, book 889, page 245.

LEASE

LEASE¹

The trustees of Halidon, under deed of trust dated July 18, A.D. 1911, and recorded with Cumberland County (Maine) Deeds, book 889, page 245, hereinafter called the lessors, which expression shall include their successors in trust and assigns, wherever the context permits, hereby demise and lease unto

of
hereinafter called the lessee, which expression shall include the heirs, executors, administrators and assigns of the lessee, wherever the context permits, the following described parcel of land in Halidon, in the city of Westbrook, in said Cumberland County, to wit:

To HAVE AND TO HOLD for the term of _____ years,
beginning _____ A.D. 19____
upon the following terms and conditions: The lessee by accepting this lease becomes a member of the Community of Halidon and accepts and covenants to be bound by the constitution and ordinances of said Community and by all the provisions of said deed of trust, and covenants with the lessors:

1. To pay annually in advance to the lessors, on the first day of April of each year beginning April first next, as annual rent a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Trustees or by the Community of Halidon, subject to revision by arbitration as provided in said deed of trust.

2. To observe and comply with and not permit any person to occupy or be upon the demised premises who fails or refuses to observe and comply with all reasonable ordinances and regulations that may from time to time be enacted by the Community of Halidon in accordance with its Constitution.

3. To permit the lessors in their discretion, in the name and behalf of the lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the lessee which under the terms of the lease would be payable by the lessors.

4. To permit all or any part of the leased premises to be taken by said Community in such manner as its form of organization may provide for any public use for the Community, upon payment of damages determined in the manner provided in said deed of trust.

5. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than four (4) inches in diameter at a point eighteen (18) inches above the ground, without the written consent of the Trustees, except trees that were not growing on the demised premises August 1, 1911.

6. To allow the lessors a right of way ten (10) feet wide across the said premises to be used solely for the purpose of laying water pipes, gas pipes, telegraph and telephone wires, electric light connections and other communications or any of them below the surface of the ground.

The lessors covenant with the lessee:

To apply all rent collected from the demised premises and from all other land leased by them under said deed of trust acquired prior to the date thereof, after de-

¹ Form now used.

HALIDON

ARTICLE 6

ducting all necessary and proper expenses of administering said trust, but not including any compensation for their own services, to the following purposes in the order specified:

(A) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon the real estate held under said deed of trust, including the premises hereby leased, excluding improvements on such real estate;

(B) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments on improvements upon the premises leased by said Trustees, whether assessed as real estate or personal property;

(C) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments on tangible personal property belonging to members of the Community situated on the trust real estate, and to apply any surplus rental thereafter remaining to the payment to Fiske Warren and to public purposes as in said deed of trust now or from time to time hereafter provided for.

It is agreed by the parties hereto:

A. All improvements upon the demised premises made or acquired by the lessee shall be and remain the property of the lessee and may be removed by the lessee at any time before the termination of this lease, if the rent is not then in arrears, and may be sold by the lessee to any person with a like right of removal, and if sold to a new tenant of the land may be held by such tenant with the same right of removal as if erected by him; any purchaser may in like manner and under the same conditions sell such improvements. The lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as good condition as when the improvements were first erected, and the Trustees may require reasonable security therefor as a condition of permitting such removal.

B. This lease may be terminated at any time by the lessors for breach of any covenant by the lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the lessee's covenant numbered 2 unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

C. The lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or mailed postage prepaid to the Trustees, but such termination shall not release the lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

IN WITNESS WHEREOF the lessors as Trustees and not individually and the above named lessee have hereunto set their hands and common seal, which each of them hereby adopts, this day of , A.D. 19 .

STATE OF MAINE

Registry of Deeds.

Cumberland, ss.

Received April 22, 1912, at 4 H. P. M., and recorded in Book 889, Page 245.

Attest: Frank L. Clark,

Register.

HALIDON

CONSTITUTION

Preamble.

We, residents or leaseholders of Halidon, in order to establish a social system of progress, industry and mutual helpfulness, hereby organize a body politic under the following Constitution:

ARTICLE 1.

This community shall be known as Halidon, and its communal affairs, except as already provided for in the deed of trust, shall be administered by the people of Halidon in public meeting assembled, and by such officers as they shall elect.

ARTICLE 2. *Village Meeting.*

Every natural person who is a leaseholder or resident of Halidon not less than fifteen (15) years of age, without discrimination on account of sex, and the wife of any leaseholder, shall be a member of the community and entitled to a voice and vote at all village meetings.

A regular meeting shall be held on the first Saturday of every month, at 7.30 P.M. Public notice shall be given of any change in the date, place or hour of meeting.

A special meeting shall be called by the Chairman of the Council upon request in writing signed by five or more of the residents or leaseholders. The village Clerk shall notify all leaseholders of such special meeting, stating the time and object.

ARTICLE 3. *Council.*

A Council, consisting of three Representatives, shall be elected by the village meeting, under the Hare-Spence system of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual Representatives separately. Such election shall be held whenever the village meeting by a majority of those voting determines to hold an election.

• The Council shall elect its own chairman, and shall appoint a Treasurer, subject to confirmation by the village meeting, a Clerk, and also such other officials as the village meeting may authorize, all of whom shall serve until their successors are appointed. These officials shall not be remunerated except by the specific authority of the village meeting.

The Council shall administer the affairs of the community, subject to the authority of the village meeting, and the provisions of the deed of trust. It shall allot lands to applicants, in the order of application, unless otherwise instructed by the village meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the village meeting. A statement of the aforesaid allotments and assessments shall be by them submitted to the Board of Trustees, with a recommendation that corresponding leases be made out and rents collected.

All orders for the expenditure of communal funds shall be signed by some one of the Representatives, and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works and expend such public funds as the village meeting may authorize.

ARTICLE 4. *Village Clerk.*

The Clerk shall be appointed by the Council and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the village meetings, and shall keep minutes of such meetings, and submit them for correction or approval at the next meeting.

HALIDON

He shall receive applications for land, and keep a record of the same in order of application.

ARTICLE 5: *Treasurer.*

The Treasurer shall have charge of all communal funds, not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested. He shall pay out communal funds only upon an order made out and signed by any one of the Representatives, and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts both of the Trustees and of the Treasurer shall be audited at least every six months by a committee of three appointed by the Chairman of the village meeting.

ARTICLE 6.

This Constitution may be amended, altered or abrogated by a majority vote of those present at any regular village meeting, or at any special meeting, provided that written notice of such special meeting shall have been sent to every leaseholder at least a week before.

ARTICLE 7.

This Constitution shall go into effect as soon as it has been signed by ten leaseholders.¹

¹ The first meeting was held October 19, 1912.

ROCHDALE SOCIETY OF HALIDON

AGREEMENT OF ASSOCIATION

WE, whose names are hereto subscribed, associate ourselves in a voluntary society under the name of the ROCHDALE SOCIETY OF HALIDON, for the purposes, in the manner and with the rights, powers and organization herein and in the Constitution hereto annexed set forth and provided. We hereby agree, each for himself or herself and with each of the others and with every person who may hereafter sign and become a party to this agreement:—

(1) To abide by and carry out all the terms of said Constitution and of any amendments thereof duly made as therein provided;

(2) That for ten (10) years from this date no person shall share in the profits of the Society unless he is a party to this agreement and no person shall be entitled to become a party to this agreement unless he is a trustee of, or lessee of or in, or member of an organized community in, or member of the Council of such a community in some one of the six following single-taxing enclaves, viz., Tahanto, Halidon, Fairhope, Arden, Free Acres, or Sant Jordi, — or other single-taxing enclave approved by the Board of Directors or Trustees of the Society hereby formed, except that the Trustees of such an enclave as a body, the Council of such a community as a body, and a Raiffeisen Gild formed in such an enclave as a body, may be members, and that subject to the foregoing provisions such persons and bodies may become parties hereto as the Constitution adopted by the Society hereby formed may from time to time provide.

Several copies of this agreement may be signed as originals with the same effect as if all signatures were on a single copy.

WITNESS our hands and common seal, which each of us hereby adopts, this fifteenth day of May, A.D. 1919.

(Signed)

{ s. }

Lillian Quinby
Roy Walker
Grace Storer
Grace Perley Locke
Fiske Warren
Wm. Banks
Clarence G. Pride
Stella W. Griffiths
Clara Martin Southworth

CONSTITUTION

I

NAME, OBJECT AND PLACE OF BUSINESS

This Society shall be known as the Rochdale Society of Halidon, and its place of business shall be the single-taxing enclave of Halidon. Its objects are to carry on the trade of general dealers in any or all kinds of merchandise and materials, both at retail and wholesale, to manufacture any article dealt in, and to carry on dealings of any description in land. The Society shall have full power to do all things necessary or expedient in the opinion of its Board of Directors for the accomplishment of

HALIDON

any of the objects above specified, including power to purchase, hold, sell, manage, mortgage, rent, lease or sub-lease, lands of any tenure, and to erect, pull down, repair, alter, or otherwise deal with any building thereon, and to do any other things not hereinabove specially provided for.

II

MEMBERSHIP

Any lessee in or member of an organized community in the enclave of Halidon, the individual Trustees of said enclave and said Trustees as a body, the individual members of the Council of any organized community in such enclave and such Council as a body, may, upon approval of the Board of Directors, become a member of this Society upon paying an annual subscription of one dollar and signing the Agreement of Association.

Any member who ceases to be qualified for membership under the terms of the Agreement of Association shall, *ipso facto*, cease to be a member of this Society.

A list of members, with their addresses, shall be kept at the office of the Society.

A member may withdraw at the end of any fiscal year, by notice in writing to the Board of Directors not less than two weeks before the end of such fiscal year.

III

OFFICERS

The officers of this Society shall consist of a Board of Directors of three members, who shall be elected by the Hare-Spence system of proportional representation by the members of the Society, at the first general meeting.

The members of the Board shall serve without remuneration.

This Board shall serve until another is elected, and elections shall always be by the same system and for the entire Board. Such an election shall be held whenever at a general meeting not less than twenty-six per cent of all members of the Society so request; upon such request, the meeting shall fix the time and place for such election.

The Board shall elect its own chairman from its own membership, and may appoint a Secretary and other subordinate officers and employees.

The Board shall propose a Treasurer, who shall be appointed after confirmation by the general meeting.

IV

LEGAL RIGHTS

The legal title to all property received or purchased by or for the Society shall be in the persons who for the time being are the Board of Directors, as joint tenants, and they shall hold the same as Trustees for the members. All legal rights and obligations in favor of or against the Society or relating to its property, business or dealings, shall be vested in and enforceable by and against the Board of Directors in their own names or the name of the Society.

Whenever any member of the Board of Directors retires or for any reason ceases to be such, all his title in property held by the Board as such shall terminate and vest in the remaining or surviving members, and such remaining or surviving members shall have power to exercise all the powers of the Board. Whenever any new member or new members of said Board is or are chosen, such new member

ROCHDALE SOCIETY

or members shall, without the necessity of any transfer, become invested with all the rights, titles and powers of the Board of Directors as herein defined jointly with the other remaining members thereof, if any. No member of the Society shall at any time have any title to the property of the Society or any part or share thereof, or any right to an accounting of its business except as herein provided, and the death or withdrawal of a member shall have no effect to dissolve the Society or to entitle such member or his legal representative to an accounting, or give any rights except as herein provided.

V

MANAGEMENT

The Board may engage a Manager and such other employees as may be necessary to conduct the business of the Society.

The Board shall administer the affairs of the Society, subject to the authority of the general meeting and the provisions of this Constitution.

The Board shall submit an annual report to the Society, covering the business transacted and the financial condition of the Society, and all other matters of interest.

There shall be an annual meeting of the members, and such other general and special meetings as the members shall from time to time determine, of which due notice shall be given.

The Society shall determine upon its own by-laws, subject to this Constitution.

VI

FINANCES

The Society may accept money on deposit from members, and may borrow and lend money on proper security.

Every member of the Society shall be liable to pay assessments that may be levied by the Board of Directors while he is a member to an aggregate amount not exceeding ten dollars each. Every assessment shall be levied for the same amount per capita on all members for the time being of the Society, but any member shall be exempt as to so much of any assessment as would make the aggregate of assessment paid by him exceed the limit of ten dollars. Any member withdrawing or ceasing to be a member after an assessment has been declared by the Board of Directors shall remain liable thereto as if still a member.

The profits of all business carried on by, or on account of, the Society shall be applied as follows:

1. To payment of the interest upon any loans or deposits.
2. To the payment of outstanding debts, if any, then due.
3. To the formation of a reserve or capital fund, by applying such a percentage of the net profits as shall be determined by the Board.
4. To the maintenance of a park, or other social or provident purposes which may be proposed by the management and authorized by any general meeting.
5. The remainder of the net profits left after providing for the preceding charges shall be divided between the members who have made purchases of the Society, according to the amount of their purchases. Such division shall be made at least once a year.

The fiscal year shall end October thirty-first in each year.

HALIDON

VII

DISSOLUTION

The Society may be voluntarily dissolved by an instrument of dissolution signed by three-fourths of the members for the time being.

In case of dissolution, all funds remaining, after the payment of all debts and obligations, shall be used for payment of unpaid purchase money of land theretofore bought for any single-taxing enclave or for the purchase of new land bought by any such enclave, or shall be paid over to any Raiffeisen Guild or Society in any such enclave, or to any co-operative store in any such enclave, or to the trustees of any such enclave, for use for the benefit thereof, or may be used in part for two or more of said purposes, all as may in said instrument of dissolution be provided, and if for any reason such remaining funds cannot be or are not devoted to any of the aforesaid purposes, such remaining funds shall be paid over to the city of Westbrook, Maine, to be used by it for public purposes.

VIII

AMENDMENT OF CONSTITUTION

This Constitution may be amended at any time by instrument in writing executed by a majority of the Board of Directors for the time being and approved in writing by a majority of the members for the time being, or by affirmative vote of a majority of the members for the time being at a meeting called for the purpose.

BY-LAWS

MEETINGS

The annual meeting shall be held in Halidon, in November of each year, on such day and at such place and hour as the Board of Directors may fix.

Other meetings shall be held, either upon call by the Board of Directors, or upon petition of ten per cent of the members. Notices of these meetings shall be sent by the Board to all members not less than seven days before the meeting, postage prepaid, addressed to each member at his or her address as registered on the books of the Society, and shall contain a statement of the subjects to be considered.

Ten per cent of the members shall constitute a quorum; a less number may make reasonable adjournments if a quorum is not present.

Each member shall have a vote, and shall not be permitted to vote by proxy.

The chairman shall be elected by the meeting.

GENERAL

Any member may inspect his own account and the book containing the names of the members at all reasonable hours at the office of the Society, subject to such regulations as may be made from time to time by the general meetings of the Society.

Any ten members, each of whom has been a member of the Society for not less than six months, may apply for the appointment of an accountant at their expense to inspect the books of the Society and report thereon. Such accountant shall have access to the books of the Society at all reasonable hours.

Upon motion by any member duly seconded any matter concerning the management and administration of the Society may be brought before a meeting and

COMPUTATION OF TRUE ECONOMIC RENT

the majority vote of such meeting on any subject shall be binding upon the Board of Directors.

Upon a majority vote at any meeting, the Board shall report upon any matter asked for, and shall at all times keep the Society informed of the management of the business.

These by-laws may be altered or amended by majority vote at any meeting, the notice for which states that an amendment of the by-laws will be proposed.

COMPUTATION OF THE TRUE ECONOMIC RENT

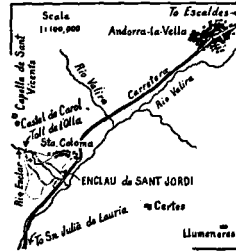
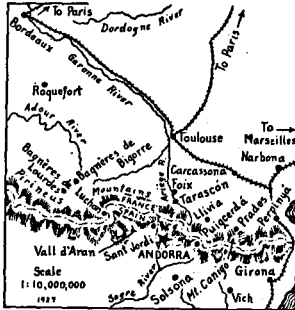
(The figures hereunder, so far as obtainable, are for the year 1926)

Rent of Halidon, \$1,406 ÷ 71 (population)			\$19.80
United States:			
Internal revenue	\$2,836,772M		
Customs	579,717M		
	\$3,416,489M		
\$3,416,489M ÷ 118,857 (population of U. S.)		\$	28.74
Maine:			
Inheritance taxes	\$ 688M		
Automobile fees	2,258M		
All other revenue from taxation	10,166M		
	\$13,112M		
\$13,112 ÷ 790M (population of Maine)		\$	16.60
Westbrook: Levy on Halidon \$636 ÷ 71			8.96
			54.30
			\$74.10
Less taxes refunded:			
On real estate	\$ 978.08		
On personalty	78.74		
	\$1,056.82		
\$1,056.82 ÷ 71			14.88
			\$59.22
\$14.88 is 27 per cent of \$54.30, which means that the Trustees assume 27 per cent of the total taxes.			
If higher prices equal four times the customs, then add			
\$2,318,868M ÷ 118,857M			19.51
			\$78.73
True economic rent			
The true economic rent may also be computed as follows:			
Per capita federal taxes:			
Internal revenue	\$ 23.86		
Customs	4.88		
			\$28.74
Per capita Maine tax			16.60

HALIDON

Per capita Westbrook tax	\$ 8.96
Levy by Halidon	19.80
	\$74.10
Less refunds by Halidon	14.88
	\$59.22
Allowances for higher prices, as above	19.51
True economic rent	\$78.73
The economic rent, estimated on the basis of a hectare, is \$37.21; on the basis of an acre, \$15.15.	

SANT JORDI



*Maps show Location of Enclave of
Sant Jordi
Drawn by Marjorie Wilson*



SANT JORDI

Now comes the sixth enclave and widens the scene, not only geographically, but economically. For the previous five enclaves are limited by the customs' tariff and cannot realize the lofty destiny of Single-tax. Single-tax should mean both freedom of production and freedom of exchange. The five older enclaves can have freedom of production, but they can not have freedom of exchange. But Andorra is wiser than the United States in this respect, and her policy of free trade enables the enclave of Sant Jordi to be economically superior to the others.

FISKE WARREN, June 23, 1916

Sant Jordi received its legal foundation January 19, 1916, was reformed legally September 27, 1918, and its first full year of economic activities ended March 24, 1920.

It consists of about three hectares (seven acres) of land in the Republic of Andorra, close to the highway, seven kilometers from the southern frontier and about halfway between Sant Julia and Andorra-la-Vella. Through it, amidst some fruitful chestnuts, runs the Riu Anclar, fed by the Toll de O'Olla, an exquisite waterfall. The Anclar in turn feeds the roaring Valira, just below, the chief river of Andorra. Perhaps one-third of the land is rocky, the rest partly in gardens and partly under grass, plentifully irrigated from the Anclar. There is one house in the enclave. The characteristic feature of Sant Jordi is the sales that are made of goods imported from the outer world, which pay on entrance into Spain duties refunded on entrance into Andorra. The fact that there is no tariff and that all taxes are paid by the Trustees, makes Sant Jordi a 100 per cent enclave. The only officials of this enclave are two Trustees, Joseph Alemany y Borrás and Fiske Warren.

FINANCIAL STATEMENT OF TRUSTEES

For Year Ending March 24, 1927

<i>Receipts</i>			
	<i>Pesetas</i> ¹	<i>Dollars</i> ¹	
Balance March 24, 1926.....	798.80	\$127.81	
Rents.....	210.02	33.60	
	1,008.82	\$161.41	
<i>Expenses</i>			
Real estate tax, 1926.....	8.50	\$ 1.36	
Annuity payments, 1920-25.....	300.00	48.00	
Georgian Trust.....	353.80	56.61	

SANT JORDI

Fiske Warren.....	\$ 255.30	\$ 40.85
Balance March 2, 1927.....	91.22	14.59
	<u>1,008.82</u>	<u>\$161.41</u>

BALANCE SHEET

Assets

	<i>Pesetas</i> ¹	<i>Dollars</i>
Balance.....	91.22	\$14.59
Rents.....	220.11	35.22

	<u>311.33</u>	<u>\$49.81</u>

Liabilities

Real estate tax, 1927.....	11.05	\$ 1.86
Fiske Warren, September 27, 1926.....	50.00	8.00
Balance.....	249.68	39.95
	<u>311.33</u>	<u>\$49.81</u>

RENTAL ASSESSMENTS

For Year Ending March 24, 1928

	<i>Ares</i>	<i>Pesetas per Ares</i>	<i>Pesetas</i> ¹	<i>Dollars</i>
Joseph Alemany y Borrás.....	11.31	.42	4.86	\$.78
March Bonfill.....	20.00	.60	12.00	1.92
Bartomeu Bou.....	18.15	.56	10.16	1.63
Ambrose Calvó.....	16.32	.63	10.31	1.65
Joan Gregori.....	1.74	.60	1.05	.17
A. Tor i Moles.....	3.69	.28	1.05	.17
Guillem Vidal.....	2.61	.44	1.15	.18
Fiske Warren.....	154.36	.58	89.53	14.32
	<u>228.18</u>	<u>.57</u>	<u>130.11</u>	<u>\$20.82</u>
Tenant of site and improvements.....	58.44	1.37	80.02	12.80
	<u>286.62</u>		<u>210.13</u>	<u>\$33.62</u>

¹ One peseta equals 16 cencs.

SANT JORDI

En lo poble d'Encamp als vint y set Setembre de mil nou cents divuit.

Devant de l'infrascrit Notari publich de les Valls d'Andorra ab residència a Encamp y dels testimonis al final nomenadors, ha comparegut D. Joseph Alemany y Borrás, major d'edat, casat, del comerç vehí de Barcelona y ha dit:

Qu'en qualitat de duenyo dels terrenos que constituheixen l'"Enclau de Sant Jordi," en força de l'escriptura de tranferencia otorgada a son favor per D. Fiske Warren poch antes de la present, en poder, de l'infrascrit Notari, m'entrega l'Acta de Fideicomissió que conté les bases y condicions que regulan el funcionament de dit Enclau per a que la protocolitzi en mon manual d'escriptures públiques. Consta dita Acta de Fideicomissió de setse fulls escrits d'una sola cara y d'una diligencia al final del full setsé, firmada por el senyor compareixent, els testimonis, y per mi, en que s'expressen y se salven les supressions, addicions y modificacions manuscrites de que ha sigut objete l'exemplar escrit a maquina que se m'entrega y queda unit, original, a la present acta. Junt abl'Acta de Fideicomissió, m'entrega el senyor requirent un model de contracte de lloguer y un altre model titulat "Constitució," los dos escrits a maquina, d'una sola cara, y que constan de quatre fulls el primer y de tres el segon que uneixo també, originals, a la present acta.

Manifesta el senyor compareixent que vol que'ls documents protocolisats siguin considerats com a escriptura pública, poguentse lliurar, si's fa necessari, quantes copies se'n demanin, requerintme, al mateix temps, fassi constar al final de cada un l'autenticitat dels mateixos.

De toto lo que he estat requerit formalisar, la present acta, a la que han estat presents per testimonis D. Joan Martisella, sabater y D. Joseph Montellá, paleta, los dos vehins d'aquest poble. Y el senyor otorgant, conegut de mi l'infrascrit notari, firma junt ab els senyors testimonis de lo que faig fe,—Joseph Alemany y Borrás. Joan Martisella, testimoni. José Montellá, testimoni. Devant de mi, Domingo Palmitjavila, Notari.

Concorda aquesta copia ab son original, fas fe—y requerit lo signo y firmo a Encamp, dia de son otorgacio.

Domingo Palmitjavila y Moles, Not.

SANT JORDI

ACTA DE FIDEICOMISSIÓ

PRIMER: Els cessionaris serán coneguts baix aquest instrument ab el nom de Fiduciaris de Sant Jordi.

SEGON: Els Fiduciaris reservarán per a l'us públich o comú de la associació o dels membres de la Comunitat a que mes en abant ens referim, les porcions de la propietat qu'estimin convenient y que cuan existeixi aqueixa Comunitat ella mateixa determini, y retirarán de l'us públich o comú aquestes terres a mida que la mateixa Comunitat ho determini, en la forma que ha de ferho conforme a sa constitució. Els mateixos Fiduciaris donarán en arrendaments de noranta nou (99) anys, o termes mes curts les terres que a n'ells els hi sembli mentres no estiguin destinades a usos públichs, a son arbitri, mentre no existeixi la Comunitat y ab consentiment y aprobació d'aquesta cuan sigui existent y organizada, a les persones o corporacions que ho demanin.

Aquestos arrendaments contindrán:

(1) el preu del lloguer o renta anyal, que será equivalent a la renta económica de la terra arrendada y será fixat per cada any pels Fiduciaris d'acord ab l'arrendatari mentres no hi hagi número suficient d'arrendataris per constituir la associació, y d'acord ab aquesta Comunitat tant punt estigui existent y organizada. Cualsevol arrendatari que no's conformi ab la fixació del preu demanat pels Fiduciaris o en son cas per la Comunitat, pot demanar un arbitratge per a fixar el preu just de l'arrendament d'aquell any. Si'ls Fiduciaris creuen que la renta o preu a pagar per algun dels arrendataris senyalada per la Comunitat es massa baixa, poden demanar un arbitratge entre ells mateixos y el dit arrendatari; y si aquest creu que es massa alta pot demanar un arbitratge entre ell y la Comunitat o entre ell y'ls Fiduciaris si aquesta no existeix, per a fixar el preu o renta. L'arbitratge's farà en la forma que determina aquesta acta y'ls acorts de l'arbitratge serán decisius.

(2) que totes les obres o millores fetes sobre la terra arrendada serán propietat de l'arrendatari y podran esser tretes per ell o per cualsevol que les hi compri o a qui les cedeixi mentres ho fassi abans de l'acabament d'el lloguer, a no esser qu'el pago de la renta sigui atrassat. Si son venudes a un nou ocupant de la terra abans de que hagi expirat el dret de treureles, poden esser retingudes per aquest ab els mateixos drets qu' si haguessin sigut fetes per ell.

SANT JORDI

(3) qu'els Fiduciaris, ab el preu dels arrendaments y en quant aqueixa quantitat alcansi, haurán de pagar tots els impostos y contribucions que siguin legalment carregats sobre tota la terra del Enclau y sobre les obres y millores, que hi hagi, tant si son considerades com a mobles com si immobles, y l'interés de cualevol hipoteca o cualevol altre càrrega o gravamen que pesi sobre dites terres.

(4) qu'els mateixos Fiduciaris poden, en nom y representació de l'arrendatari, demanar y gestionar la reducció dels impostos carregats a dit arrendatari y que'ls Fiduciaris han de pagar.

(5) que tota o part de la terra arrendada, pot en tot temps, per acció de la Comunitat cuan aquesta estigui organitzada, esser presa y destinada a us comú dels associats. En tal cas la Comunitat abonará els danys y perjudicis a n'el llogater si n'ha sofert algun. Si l'arrendatari perjudicat no se conforma ab la indemnizació senyalada per la Comunitat, será fixada per arbitratge.

(6) que l'arrendament pot esser terminat a causa de violació per part de l'arrendatari dels reglaments o ordenances que la Comunitat acordi y que hagin sigut declarats causa suficient per la terminació del contracte y que hagin sigut aprovats per els Fiduciaris.

(7) que l'arrendatari, pel sol fet d'acceptar un contracte d'arrendament, devé un membre de la Comunitat tant punt aquesta estigui organitzada y ell n'accepti la constitució y ordenances.

(8) provisió per al compliment de lo que s'adiu ab els recursos naturals, incluint mineral, carbó de pedra, petroli y gas natural, recursos que son especificats més avall.

Els contractes de lloguer serán en lo substancial, com en el formulari que va unit a n'aquesta acta; podran no obstant, ferse en ells algunes variacions en cassos particulars, d'acort ab l'arrendatari, pels Fiduciaris, mitjansant la aprobació de la Comunitat cuan estigui organitzada.

TERCER: Els Fiduciaris tindrán els poders y obligacions següents:

(1) Haurán d'aplicar els ingressos de les terres de la Fideicomissió als objectes que aquí s'expressen y pel mateix ordre que aquí s'estableix. Els pagos en cada classe han d'esser fets completament, o, si'ls ingressos no basten, se farán a prorrata per ordre:

(A) Pagarán tots els impostos y contribucions que siguin carregats sobre totes les terres que tinguin y sobre les millores que hi hagin

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tant, si avaluades com a propietat moble com si immoble, y l'interés sobre cualsevol hipoteca o alguna altra càrrega que hi hagi sobre dites terres.

(a) Pagarán tots els gastos raonables, además dels qu'estan específicament enumerats, d'administració de la Fideicomissió, pero no incluint cap compensació per llurs serveys.

(c) Pagarán anyalment a Fiske Warrén o a n'els seus administradors, executors o procuradors una quantitat no menor de cinquanta (50) pessetes cada any durant cent (100) anys y pagarán a dit Fiske Warren o a cualsevol altre persona de la que's compri terra mes tart, la quantitat que s'acordi y en la forma que's convingui a l'hora de la adquisició.

(d) Pagarán les altres quantitats que per acció dels Fideicomissaris se carreguin a la renta anyal, d'altre manera, per conveni.

(e) Pagarán tots els deutes en que s'incorreixi per adquisició de nova terra o per diners enmatllevats per als objectes de la Fideicomissió, cuan se degui y no s'hagi pagat d'altres procedencies y s'hagin obtingut per préstam o d'altre manera.

(f) Poden reservar cada any, per acció d'una majoria de Fiduciaris, una quantitat, si es que n'hi ha alguna, no excedint cap any de deu per cent de la entrada neta de tal any, que determini una majoria de Fiduciaris, com a fondo de gastos imprevistos per a esser usat cuan dita majoria cregui convenient, pera cualsevol d'els objectes autoritzats per la Fideicomissió, incluint l'adquisició de mes terra y les propietats que's trobin en ella.

(g) Pagarán tots els impostos sobre'l bestiar resident en l'Enclau, perteneixent als membres de la Comunitat.

(h) Pagarán tots els impostos personals senyalats per tal any a n'els domiciliats en l'enclau.

(i) Els Fiduciaris estarán autoritzats per a pagar a profit dels membres del Enclau domiciliats en ell, una quantitat destinada a sufragar l'impost o la part fraccional d'aquest qu'ls Fiduciaris determinin, qu'aquells hagin satisfet a la Vall en concepte d'impost de trànsit per la carretera. Els Fiduciaris pagarán, si'ls hi sembla be, la quantitat qu'ells estimarán convenient, pero en cap cas excedirà d'un tant per cent de la contribució total de trànsit, qu'hagi cobrat la Vall en l'any anterior igual al tant per cent que representa la contribució pagada pels Fiduciaris per compte propia y dels membres del Enclau per concepte de contribucions territorial, de bestiar y personal y el total.

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de lo que pagui per tal concepte la Vall d'Andorra. La quantitat fixada, en cas de que vulguin pagar-la els Fiduciari's, se repartirà entre els domiciliats en l'Enclau que ho demanin per escrit, cada persona acompanyant els rebuts o talons de lo que hagi satisfet y abans del primer de Febrer per lo que's refereix al any anterior. Serà repartida en la forma següent: (1) a cada un dels reclamants se'ls donarà una quantitat igual a la que's donarà al que tingui menys quantitat gastada, o sino, una part igual a cada un; (2) si sobren encare diners dels destinats pels Fiduciari's a n'aquest objecte, se repartiran per igual entre els demés, donant a cada un una part igual a la del que menys hagi sofert d'entre ells per aqueix concepte o la part que's pugui y aixis successivament mentres hi hagi diners dels destinats pels Fiduciari's per a aixó, sense que ningú pugui percibir més de lo que li ha costat o pagat o la part fraccional fixada pels Fiduciari's.

(J) Els Fiduciari's estaran autoritzats per a pagar a profit dels membres del Enclau una quantitat destinada a sufragar l'impost o la part fraccional d'aquest qu'els Fiduciari's determinin, que aquells hagin satisfet a la Vall en concepte d'impost d'Industria y Comers. Els Fiduciari's pagaran, si'ls hi sembla be, la quantitat que ells estimaran convenient, pero en cap cas excedirà d'un tant per cent de la contribució total d'Industria y Comers qu'hagi cobrat la Vall en l'any anterior, igual al tant per cent que representi la contribució pagada pels Fiduciari's per compte propia y dels membres del Enclau, per concepte de contribució territorial, de bestiar y personal, y el total de lo que pagui per iguals conceptes la Vall d'Andorra. La quantitat fixada, en cas de que vulguin pagar-la els Fiduciari's, se repartirà entre els membres de l'Enclau que ho demanin per escrit, cada persona acompanyant els rebuts o talons de lo que hagi satisfet y abans del primer de Febrer per lo que's refereix al any anterior. Serà repartida en la forma següent: (1) a cada un dels reclamants s'els donarà una quantitat igual a la que's donarà al que tingui menys quantitat gastada, y sino, una part igual a cada un; (2) si sobren diners encare dels destinats pels Fiduciari's a n'aquest objecte, se repartiran per igual entre els demés, donant a cada un una part igual a la del que menys hagi sofert d'entre ells per aquest concepte o la part que's pugui, y aixis successivament mentres hi hagin diners, dels destinats pels Fiduciari's a n'aquest objecte, sense que ningú pugui percibir més de lo que li ha costat o ha pagat o la part fraccional fixada pels Fiduciari's.

[2]¹ Després d'efectuar els pagos pre-mencionats, tindran de posar a

¹ Per equivocació en lo document original, lo nombre (2) va ser oblidat.

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part per a usos públics una certa quantitat de lo que resti, que sigui determinada cada any per els Fiduciaris segons llur criteri's hi dicti, pero no menor en conjunt d'un tant per cent de la renta bruta rebuda durant el primer any fiscal en que's cobrà renta, igual a un hu (1) per cent de tal any primer, y un adicional tant per cent, per cada any complert passat desde la fi de tal any primer, junt ab un tant per cent del augment en el segon any sobre el tal any primer igual a un hu (1) per cent per tal segon any y un tant per cent adicional per cada any transcorregut desde la fi del tal segon any, junt ab un tant per cent igual del augment, si es que n'hi ha hagut, de la renta bruta en cada any subseguent sobre l'any precedent igual a un hu (1) per cent per a tal any subseguent, y un hu (1) per cent adicional per cada any que hagi transcorregut.

Els Fiduciaris tindrán de pagar el montant posat apart de la manera descrita, a la dita Comunitat, pera que s'apliqui a usos públics, en el sentit de que no poden esser deixats a individus sense donar a un una ventatge sobre dels altres, y incluint llogar terres pera públics us y incluint la adquisició de mes terres, junt ab la propietat personal que puga esser rahonablement inclosa com a part de la transacció, per a esser retingudes per els Fiduciaris, els quals, dintre un periode rahonable, haurán de vendre totes les millores, exceptuant en quant aquestes millores sigan retingudes per a l'us públic de la Comunitat. En cas de que no hi hagi cap Comunitat organizada a qui puga esser pagada tal quantitat, els Fiduciaris mateixos aplicarán tal quantitat a usos públics de benefici comú a llurs arrendataris, o, a llur discreció, poden pagar la mateixa a la parroquia en que estiguin enclavades les terres.

Després de posar apart la quantitat per a usos públics, en la manera predescrita:

(A) Els Fiduciaris usarán una mitat del balanç restant, per a comprar terra adicional per a l'enclau, o per a calsevol altre enclau d'impost únich, o per a fundar un nou enclau d'impost únich, o per a deixar diners per a la compra de tal terra adicional, o per a la fundació de tal nou enclau, o passarán dita mitat a una Fideicomissió, si y sempre que n'hi hagi una creada per Fiske Warren per a tal objecte, deurán rebre y usar tals pagos per els usos especificats en l'instrument per medi del qual se crehi tal Fideicomissió, o fins a que tal Fideicomissió siga creada poden retenir una tal suma ab poder de transferir la mateixa a tal nova Fideicomissió cuan siga creada, o si no s'en ha creat cap dintre cinch anys desde'l primer de Janer

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de 1918, usar dits diners per a calsevol dels objectes enumerats previament, y els Fiduciaris poden aplicar dita mitat de tal balanç a calsevol dels usos prescrits, o les parts que'ls hi sembli a un o mes dels dits usos.

(b) Els Fiduciaris pagaran l'altre mitat de tal balanç a una Fideicomissió sempre y sempre que n'hi hagi una creada per el dit Fiske Warren com en la clàusula (A) més amunt escrita, y fins a que la tal nova Fideicomissió sigui creada retindran la mateixa y la transferiran a dita Fideicomissió quan dita Fideicomissió sigui creada, o si cap Fideicomissió no s'ha creat dintre cinch anys després del 1^{er} de Janer de 1918, hauran d'aplicar els fondos que allavors retinguin de la mateixa manera prevista en la sobrescrita clàusula y de la manera que allà s'hi explica, la segona mitat del dit balanç será usada en la mateixa forma prevista respecte a la primera mitat.

[(3)] (4)¹ Els Fiduciaris tindran el poder d'adquirir mes terres en els termes que llur discreció els hi dicti, incluint el poder de comprarles total o parcialment a credit, de pendrerles subjectes a hipoteca y ells mateixos demanar diners sobre el credit de dita terra y hipotecar la mateixa com a seguritat o garantia, o subjecte a les previsions en quant a la aplicació d'entrades ja mencionada, carregar la renta rebuda de dita terra adicional, o de tota o part de la terra tinguda per ells incluint dita terra adicional, a un pagament per a satisfer l'interés de la quantitat de compra no coberta y pagar el preu de compra, o per pagar algun deute que hi hagi, o pera diners enmatllevats per a comprar dita terra, pero no tindran cap autoritat en crear cap responsabilitat legal per part de la Comunitat pera pagar tal terra o crear cap obligació legal per la cual la renta de dita terra pugui esser presa y aplicada exceptuan per acte voluntari d'ells, carregant la responsabilitat del modo ja provehit, per a satisfer calsevol obligació del preu de compra no cobert. Els Fiduciaris, ab la aprovació de la Comunitat tindran el poder de suspendrer per el temps qu'els hi sembli y la Comunitat aprobi, el lloguer a pagar per calsevol arrendament; la renta o lloguer sospés constituirá un primer dret sobre les millores (incluint el bosch que hi hagi) sobre dita terra y será pagable ab interés a la expiració del terme de suspensió o a la més próxima terminació del arrendament; dit dret pot esser posat en forsa apoderantse de dites millores y venentles o en alguna altre forma autorizada per la ley. Els Fiduciaris poden citar calsevol lloguer sospés com a garantia per diners enmatllevats per ells. Els

¹ Aqueix nombre (4) es una errata en lo document original. Te de ser (3).

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Fiduciariis poden, a calsevol hora, vendre, ab la aprobació de la Comunitat, calsevol part de llur propietat que no estiga allavors baix arrendament y transferiria al comprador, lliure de tota Fideicomissió; el producte de la venta de calsevol propietat pot esser aplicat als objectes a que pot destinarse la entrada surplus o sobrant y cap comprador será responsable per la aplicació que'ls Fiduciariis fassin dels diners de compra.

[(4)] (5)¹ Els poders dels Fiduciariis a enmatllevar inclueixen els poders de:

(A) Enmatllevar diners en una cantitat que, junta a tots els altres empréstits allavors existents, puji a una suma igual al valor determinat per els Fiduciariis a la terra possehida per ells, exclusivament de les millores que hi hagin, menos una deducció del hu (1) per cent del valor de cada parcela per cada any desde la data de la adquisició a la data del tal emprèstit; fer tots els empréstits en la forma que'ls hi sembli y facilitar les probes del deute qu'els trihin, incluint, sense restringit la generalitat de les paraules precedents, obligacions, notes, certificats y pagarés; per els objectes d'aquesta provisió el valor de la terra será determinat multiplicant la renta grossa o bruta, rebuda durant l'any precedent per cent y dividintlo per cinch o per lo que allavors sigui la tasa legal d'interés d'Andorra; dit dret d'enmatllevar cuartos incluirá el dret d'enmatllevarlo ab la condició de pagarlos a un tant per any o mes sovint, per un número d'anys o la vida o vides de una persona o persones, o altre periode, com a interés o amortizació. El deute consistent en un conveni a pagar anyalment una suma fixa per un periode fixo a una vida o vides será el valor present al temps de la computació, de dit pagament anyal determinat sobre la base de la tasa legal d'interés que allavors prevaleixi a Andorra (a no esser que s'especifiqui una tasa diferent en el conveni ab qui degui cobrar l'anyada y el número d'anys qu'el pago fixat ha de durar, prenent en el cas d'una anyada per una vida o vides, la esperansa de vida o vides d'acort a les Taules Experimentals d'América.

(B) Obtenir un emprèstit hipotecant tota o part de la terra possehida per els Fiduciariis en la forma y en els termes qu'els hi sembli millor, incluint el poder de fer una hipoteca oberta que provehirá per la obtenció d'altres deutes en que's pugui incorrer posteriorment y incluint el poder de fer una hipoteca, provehir o no, com els hi sembli, que en tot lo que pugui esser consistent ab un arrendament o arrendaments d'alguna parcela particular que allavors estigui en

¹ Aqueix nombre (5) es una errata en lo document original. Te de ser (4).

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vigor o que pugui ésser donat després que la hipoteca deuré o no deuré, segons sigui el cas, donar un dret a les milliores allavors existents o que puguin ésser posades mes tart sobre dita terra o sobre una part o parts de dita terra.

(c) Renovar calsevol hipoteca are o després en forsa, cobrint calsevol part de la propietat de la Fideicomissió.

(d) A llur discreció insertar en calsevol arrendament com mes tart se proveeix, y convenir ab calsevol present o futur arrendatari en modificar tal arrendament per la inclusió de una provisió autorizant als Fiduciaris a hipotecar la terra coberta per tal arrendament de la manera y en els termes ja especificats.

(e) Lliurar a tota persona que'ls hi deixi diners de tota obligació de cuidar-se de com s'apliquin els diners deixats o investigar calsevol fet, autorizant la acció de la Fideicomissió y que ells aleguen existir.

[(5)] (6)¹ Cap persona que pagui diners com a lloguer o altrament als Fiduciaris tindrán de mirar-ne per la aplicació ni cap persona en bona fe que rebi diners d'els Fiduciaris tindrà de mirar si el pago es fet o no d'acort ab els termes d'aquesta Fideicomissió.

[(6)]² Els Fiduciaris haurán de colectar de tot y cada recurs natural, incluint tot mineral, carbó de pedra, petroli, y gas natural portats a flor de terra, el valor de tal recurs jayent en son propi lloch sense cap millorament per a ferne us o per a durlo a la superficie, y pagarán el montat cobrat a la Fideicomissió sempre y quan que n'hi hagi una creada per el dit Fiske Warren, per a ésser usat per a els objectes que serán detallats en l'instrument creant tal Fideicomissió; y fins que tal Fideicomissió sigui creada será guardat y acumulat per els Fiduciaris, y si dintre cinch anys desde'l 1^{er} de Janer de 1918 no s'ha creat tal Fideicomissió, allavors els Fiduciaris poden usar dits fondos ja acumulats, y tots els altres fondos acumulats, d'aquesta manera, per a calsevol altre objecte autorizat per aquest instrument, de una tal naturalesa que mantingui indisminuit el valor original.

QUART: Tots els arrendataris y domiciliats en l'Enclau serán membres de la associació. Aquesta organizació haurá d'existir cuan vint arrendataris s'hagin aixis organizat y's podrá organizar mitjansant la aprovació dels Fiduciaris cuan aquells arriuin a deu.

QUINT: Calsevol Fiduciari pot dimitir el seu cárrech fentho per

¹ Aqueix nombre (6) es una errata en lo document original. Te de ser (5).

² Per equivocació en lo document original el nombre (6) va ser oblidat.

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escrit, ab nota notarial que serà notificada als demes Fiduciaris. Sempre que's produueixi una vacant en el número dels Fiduciaris, els restants nomenarán un nou Fiduciari o Fiduciaries. Aquest nomenament haurà d'esser confirmat per majoria de votants en l'assamblea General si la associació està organitzada, en assamblea expresasment convocada a aquest objecte y de la manera prescrita en la constitució. El nomenament se farà ab escriptura pública notarial. El nou elegit tindrà els mateixos drets y obligacions que els demés Fiduciaries. Mentres estigui pendent el nomenament d'un nou Fiduciari els demés assumiran tots els drets y poders de la Fideicomissió y podrán exercirlos igual que si'l número fos complert.

SISE: Escepuant en lo que está ja provehit diferentment, tota acció dels Fideicomissaris ha d'esser acte unaním de tots els Fiduciaries existents, pero cualsevol Fiduciari pot delegar a un altre Fiduciari la part de poders per el temps que's marqui que cregui convenient així com la Fideicomissió pot delegar una part dels seus poders a un o dos dels seus fiduciaries. Tal delegació per un Fiduciari o per la Fideicomissió pot esser revocada a cualsevol hora per ell mateix o per la Fideicomissió. Un Fiduciari pot delegar el seu poder en una cuestió que l'interessi personalment y allavors pot tractar aquella cuestió ab els demés Fiduciaries, lliure de les seves obligacions Fiduciaries.

SETE: Aquesta acta de Fideicomissió pot esser corretgida o terminada a cualsevol hora per medi de document escrit firmat per la majoria de Fiduciaries y aprobat en assamblea per la majoria dels membres de l'Enclau de Sant Jordi que allavors hi hagin presents, pero cap modificació pot afectar els drets que un llogater ha rebut dels Fiduciaries en el document d'arrendament ni determinarà cap altre distribució o disposició de la terra que la que aquí s'indica.

OCTAV: A la terminació d'aquesta Fideicomissió a que's refereix l'article anterior, els Fiduciaries transferirán tota la propietat que allavors estigui en ses mans, subjecte a tots els lloguers allavors en vigor, absolutament y lliure de tota Fideicomissió a la persona o persones o cos corporatiu que la majoria de Fiduciaries que hi hagin allavors y la majoria de membres que allavors hi hagin en la Comunitat determini per escrit y si no arriben a entendre's, o si per alguna raho ja no hi ha comunitat, allavors a la Parroquia d'Andorra la Vella, o a les en que radiquin les terres. Tal transferència serà ab la condició de que tots els lloguers en existencia han de continuar en vigor; els llogaters estarán obligats a pagar com a lloguer la cantitat que convinguin

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ells y el concessionari de la reversió, com a just equivalent, segons les circumstancies dels temps, de la renta económica menys els impostos y contribucions requerits d'el llogater, els quals, segons les condicions de l'arrendament han d'esser pagades per l'arrendador; en cas de que l'arrendatari y'l concessionari no es puguin entendre en quant a dit equivalent, la cosa será arreglada per arbitratge. Si a n'el temps de la transferencia els pagaments a dit Fiske Warren o a cualsevol altre persona per la terra adquirida no s'han acabat, el concessionari continuarà obligat a efectuar dits pagaments en la mateixa quantitat a que'ls Fiduciaris eren obligats d'efectuarlos.

NOVE: Sempre que en aquest document se fa referencia a arbitratge, se enten que haurá d'esser de tres persones desinteressades, cada partit interessat triant una de les tres persones presentades per l'altre y la tercera part essent escullida per les dugues ja triades; el fallo per escrit de la majoria dels jutjes será definitiu y final per a abdues parts.

DESE: Una acta notarial firmada per la majoria dels Fiduciaris fent constar la existencia d'un fet, la existencia del qual es necessaria per a autorizar alguna acció presa per els Fiduciaris, será per a terceres persones proba conculent de la realitat y evidencia del fet a que fassi referencia l'esmentada acta notarial.

ONSE: Els Fiduciaris, quan no existeixi constituida la Comunitat podran exercir els drets de la mateixa ab totes les facultats y limitacions de la present acta.

DOTSE: Els Fiduciaris, sensa que s'entengui que la imposen, procuraran que la Comunitat de llogaters Sant Jordi se desenrotlli, baix la constitució anexa en aquesta Acta de Fideicomissió.

DILIGENCIA: En lo poble d'Encamp als vint y set Setembre de mil nou cents divuyt. L'infrascrit Notari donch fé de qu'l present document de Acta de Fideicomissió es el á que fa referencia l'acta de protocolització formalizada avuy, poch antes de la present diligencia, expressant el senyor requirent D. Joseph Alemany y Borrás, que salva les següents modificacions de concepte manuscrites en el text á maquina: El full primer queda totalment suprimit salvo l'encapçalament que diu: "Acta de Fideicomissió." En el full segon queden suprimides les set primeres ratlles. Tot ell está tatxat per medi d'una ratlla vertical limitada per dos d'horizontals. En el full nou, ratlla vint y dos, en el déu, línea primera y en el tretse, ratlla vint y dos, val la correcció manuscrita, "1918" (mil nou cents divuyt).

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Quin text, amb les expressades modificacions, aprova el senyor requirient D. Joseph Alemany firmanent aquesta diligència, á la que han estat presents per testimonis, D. Joan Martisella, sabater, y D. Joseph Montellá, paleta, els dos vehins d'aquest poble. Joseph Alemany y Borrás. Juan Martisella, testimoni. José Montellá, testimoni. Domingo Palmitjavila, Notari.

CONTRACTE DE LLOGUER

Els Fiduciaris de Sant Jordi, baix acta de Fideicomissió datada el feta devant del notari D. Domingo Palmitjavila y Moles, d'ara en avant anomenats els arrendadors, qual expressió inclurá llur successors en Fideicomissió, sempre que el contexte ho permeti, per la present lloguen y deixen en arrendament a de d'ara en avant anomenat l'arrendatari qual expressió inclurá els hereus, executors, administradors y encarregats de l'arrendatari, en tot lo que el contexte ho permeti, la terra descrita a continuació, a Sant Jordi Parroquia d'Andorra la Vella, en la República d'Andorra, aixó es:

Tenir y retenir per el terme de anys, comensant en de l'any 19 , baix els següents termes y condicions: L'arrendatari, pel fet d'acceptar aquest arrendament, se converteix en un membre de la Comunitat de Sant Jordi y accepta y s'ave a estar sotsmes a la Constitució y ordenances de la dita Comunitat y a les provisions de dita Acta de Fideicomissió incluint les correccions que degudament s'hi fassin, y conve ab els arrendadors:

1. Pagar anyalment a n'els arrendadors per adelantat en el dia 25 de Mars de cada any, comensant el proxim 25 de Mars, com a renta o lloguer anyul, una quantitat igual a la renta económica complerta de l'any, de dit tros de terra sense tenir en compte les millores que hi hagin a sobre, y tal renta o lloguer pot esser cada any senyalada per els Fiduciaris o per la Comunitat de Sant Jordi, d'acort ab l'arrendatari o per arbitratge en la forma ja provehida en dita Acta de Fideicomissió.

2. Pagar als arrendadors per cada fracció d'un recurs natural que sia posat a flor de terra, una quantitat de diner d'un valor igual al valor que tenia estant a sota la terra, cada vegada que d'ella's tregui o a plassos convinguts per abdues parts. La quantitat pagable será fixada

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pels Fiduciaris o la Comunitat d'acord ab l'arrendatari, o per arbitratge com está previst en l'Acta de Fideicomissió.

3. Observar y complir totes les ordenances o reglaments qui siguin determinats per la Comunitat de Sant Jordi y no permetrer que estigui en les terres cap persona que refusi obehirhi.

4. Permetrer als arrendadors que fassin les gestions necessaries per a la rebaixa dels impostos senyalats a l'arrendatari, les quals, segons els termes del contracte de lloguer han d'esser pagats per els arrendadors.

5. Permetrer que tota o part de la terra arrendada siga presa per la Comunitat de la manera que sa forma d'organizació disposi, per a cualsevol us públich per a la Comunitat a cambi del pago de danys y perjudicis segons está provehit en dita Acta de Fideicomissió.

6. Durant la continuació d'aquest arrendament no tallar o perjudicar o destruir intencionadament cap dels arbres de la propietat que tinga mes de deu (10) centímetres de diàmetre en un punt cuarenta cinch (45) centímetres sobre la terra sense consentiment escrit dels Fiduciaris, ab la excepció de que els arbres que no existien en dites terres avans del 19 de Janer 1918 poden esser tallats y trets per l'arrendatari.

Els arrendadors convenen ab l'arrendatari:

Aplicar tota la renta cobrada de les terres llogades per ells baix dita Acta de Fideicomissió a n'els següents objectes, en l'ordre especificat:

(A) Al pago complert o prorratable si no pot esser complert, de tots els impostos o contribucions que siguin legalment carregats sobre tota la terra que está, o estigui en temps a venir, sota aquesta Fideicomissió, incluint les millores sobre dita terra, tant si avaluades com a propietat moble com si inmobile, y de tot interés sobre tota hipoteca o cap altre càrrega que cobreixi dita terra o part d'ella.

(B) An'els objectes y de la manera que la Acta de Fideicomissió o cualsevol cambi que s'hi fassi proveeixi.

Per abdues parts se convé lo següent:

a. Totes les millores fetes per l'arrendatari sobre dites terres serán y quedarán propietat de l'arrendatari, y poden ser trets per l'arrendatari sempre que vulgui avans de la terminació d'aquest contracte d'arrendament, si la renta o lloguer no está allavors en retrás, y poden esser venudes o cedides per l'arrendatari a cualsevol persona ab el

SANT JORDI

mateix dret de treureles y si son venudes a un nou arrendatari de la terra poden esser retingudes per el nou arrendatari ab identichs drets d'endurseles com si fossin originalment seves; d'igual manera, calsevol comprador pot, baix les mateixes condicions, vendre tals millores. L'arrendatari o comprador de calsevol millores estarà obligat, al treurerles, a deixar les terres en tant bones condicions com estaven al erigirs'hi les millores y els Fiduciaris poden exigir una seguretat rahonable com a condició per a permetrer el trasllat.

b. Aquest arrendament pot esser terminat a calsevol temps per els arrendadors per trencament de calsevol dels convenis per part del arrendatari, mitjansant una noticia per escrit enviada trenta (30) dies abans demanantne compliment, enviada o clavada en les terres, ab l'excepció de que no hi haurà terminació per trencament del conveni número 3 a no esser que la ordenansa o reglament violat siga aprovat per els Fiduciaris y s'hagi declarat que la violació serà causa suficient per a rescindir el contracte.

c. L'arrendatari pot acabar aquest contracte semble que vulgui, mentres ne dongui noticia per escrit no menos de seixanta (60) dies abans, portada o enviada a n'els Fiduciaris, pero aquesta rescisió no lliurará al arrendatari de la obligació de pagar la renta complerta de tot l'any si ella te lloch durant el curs de l'anyada.

DILIGENCIA : En el poble d'Encamp, als vint y set de Setembre de mil nou cents divuit. L'infrascrit Notari donch fe de que 'l present model de contracte de lloguer es el a que fa referencia l'acta de protocolització formalisada avuy, poch antes de la present diligencia, . . .

Quin text, . . . aprova 'l senyor requirient, D. Joseph Alemany, firman aquesta diligencia, a la qu'han estat presents per testimonis, D. Joan Martisella, sabater, D. Joseph Montellá, paleta, els dos vehins d'aquest poble, que tambe firman. Joseph Alemany y Borrás. Joan Martisella, testimoni. José Montellá, testimoni. Domingo Palmitjavila, Notari.

Concorda aquesta copia ab son original, fas fé—Y requerit, la signo y firmo, dia de sa data.

Domingo Palmitjavila y Moles, *Notari*

SANT JORDI.

CONSTITUCIO¹

Nosaltres, arrendataris de l'Enclau de Sant Jordi, a l'objecte de fomentar el progrés, industria y mútua ajuda dels residents en el mateix, organizen o creen la seva associació baix la Constitució següent:

ARTICLE 1er.

Queda constituïda aquesta Comunitat ab el nom de Comunitat de SANT JORDI y'ls afers comuns dels associats, excepte per lo que estigui ja establert en l'Acta de Fideicomissió, serán administrats pels mateixos arrendataris y associats, reunits en assemblea pública y per los delegats que aqueixa assemblea elegeixi.

ARTICLE 2on.

Tota persona domiciliada en l'Enclau será membre de l'Associació y tindrà veu en les assemblees generals; però tindrán unicament vot en elles els que siguin arrendataris o caps de familia residents en l'Enclau y cada un tindrà un vot que donará o personalment o per son representant, delegat o procurador y'ls menors d'edat per son tutor o curador.

Tindrà lloch una assemblea general cada mes y será l'últim dissapte de cada mes a les set y mitja de la tarde en un local destinat a n'aquest objecte. Se donará noticia pública de cualsevol cambi en la data, lloch y hora de la reunió de l'Assamblea sempre que ocorri el cas, ab l'anticipació necessaria. A mes d'aqueixa reunió ordinaria de l'Assamblea General, sempre que cinch o mes dels residents o arrendataris ho demanin per escrit y ab sa firma, el President del Concell convocará l'Assamblea General extraordinaria. El Secretari de la Corporació haurá de notificar dita reunió a tots els arrendataris, fent constar l'hora y l'objecte de la mateixa.

ARTICLE 3er.

L'Assamblea General elegirá un Concell format de tres representants segons el sistema Hare de representació proporcional.

Aquest Concell servirà fins que s'en elegeixi un altre, y les eleccions haurán d'esser sempre per tot el Concell y no per representants separats, individualment. Dita elecció tindrà lloch sempre que una majoria de votants de l'Assamblea de la població ho determini aixís.

El Concell haurá d'elegir son propi president, y haurá de nomenar un Tresorer, subjecte a l'aprobació de l'Assamblea de la Comunitat, un Secretari, y tants altres empleats com l'Assamblea autorizi; tots els quals actuarán fins que s'hagi nomenat llur successor.

¹ Veure els Articles Quart y Dotse de l'Acta de Fideicomissió.

SANT JORDI

El Concell haurà d'administrar els afers de la Comunitat, subjecte a l'autoritat de l'Assamblea y a les provisions de l'Acta de Fideicomissió. Deixarà terres a lloguer per ordre de tanda als qui ho demanin, a no esser que l'Assamblea ho disposi altrament, y haurà de senyalar cada any la renta o lloguer per l'us de dites terres, subjecte a recurs davant de l'Assamblea. S'haurà de sotsmetre a la Comissió de Fiduciaris un detall de dites evaluacions y senyalaments, els quals deurán fer els corresponents documents de lloguer y cobrar les rentes.

Totes les ordres per a gastos dels fondos comunals haurán d'esser firmades per algun dels representants y contrafirmades por un altre.

El Concell nomenarà els comités permanents y empleará la gent que li sembli convenient, y empendrá els treballs públichs y gastará els fondos comunals que l'Assamblea General li autorizi.

ARTICLE 4^{rt}.

El Secretari será nomenat pel Concell y efectuará tots els treballs de Secretari que li siguin encarregats. Servirá també com a Secretari de l'Assamblea General, y ha de guardar acta de tals reunions, y sotsmetreles per correcció o aprobació, a la próxima Assamblea.

Ell es qui haurà de rebre les demandes de terra y guardarne una llista per ordre de demanda.

ARTICLE 5^{nt}.

El Tresorer tindrà a carrech seus tots els fondos comunals que no estigan en mans de la Fideicomissió; portará cuidadosament els llibres de comptaduria y'ls haurà d'ensenyar per revisió sempre que se li demani. Pagará fondos comunals en vista d'una ordre firmada per un dels representants y contrafirmada per un altre.

Haurà de donar la garantia que el Concell requereixi.

Los comptes, tant dels Fiduciaris com del Tresorer serán revisats y comprovats y revisats al menys cada sis mesos per un comité de tres, nomenat per el President de l'Assamblea General.

ARTICLE 6^{se}.

Aquesta Constitució pot esser corretgida, alterada o abrogada per una majoria de vots dels presents en cualsevol de les Assamblees ordinarias o en cualsevol de extraordinaria ab la condició de que s'hagi avisat la celebració de tal Assamblea al menys una setmana avans, a cada un dels arrendataris.

ARTICLE 7^{te}.

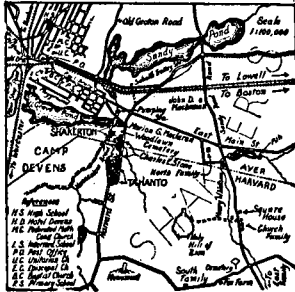
Aquesta Constitució entrarà en efecte tant punt hagi sigut firmada per el nombre requerit de llogaters.

SANT JORDI

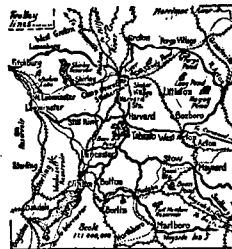
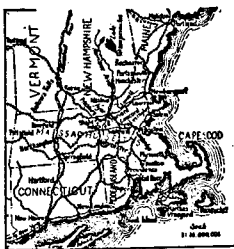
DILIGENCIA: En el poble d'Encamp, als vint y set Setembre de mil nou cents divuit. L'infrascrit Notari faig fe que'l precedent model de "Constitució" es el a que fa referencia l'acta de protocolització aixecada poch abans d'aquesta diligencia y que son text queda aprovat per el senyor requirent, D. Joseph Alemany, el qual firma junt ab els senyors testimonis, D. Joan Martisella, sabater. D. Joseph Montellá, paleta, abdós vehins d'aquest poble. Joseph Alemany y Borrás. Joan Martisella, testimoni. José Montellá, testimoni. Domingo Palmitjavila, Notari.

Concorda aquesta copia ab son original, fas fe—Y requerit la signo y firmo a Encamp, dia de la data d'esta diligencia.

Domingo Palmitjavila y Moles, *Notari*



*Maps showing location of Enclaves of
Tahanto and Shakerton
Drawn by Marjorie Wilson*



SHAKERTON

The enclave of Shakerton had its beginning in the fall of 1921, when 6.07 acres of land in the town of Ayer, Massachusetts, one mile from the railway station and close to the eastern border of Camp Devens, were bought by the Trustees of Shakerton and leased to the former owners, who repurchased from the Trustees the buildings and other improvements. This land is situated on the line between Ayer and Harvard, and is contiguous to the new land in Harvard added to Tahanto in 1921. The Trustees of Shakerton are Roland B. Dixon and Fiske Warren. The enclave has already expanded to twice its original size. The assessed valuation of the real estate is \$9,850: land \$2,200 and buildings \$7,650. The office of the Trustees of Tahanto and the Trustees of Shakerton is on the first floor of a three-apartment house, situated on land leased by the Trustees of Shakerton to John McLaren.

In February, 1924, the Trustees conveyed to the Woodlawn Cemetery of Ayer five acres and 1,055 square feet of land, the deed providing that, if the land should cease to be used for cemetery purposes, it would revert to the Trustees.

A form of rent-charge has been issued by the Trustees of Shakerton (see page 240-242), which differs from that of the rent-charge issued by the Trustees of Tahanto in that the former recognizes the desirability of providing in the payments to be made thereunder not only for the decreased purchasing power of money, as in the case of Tahanto, but for its increased purchasing power.

The rent-charges outstanding March 31, 1927, amounted to \$180, the present worth of which, reckoned at six per cent, was \$2,989.00. The capitalized rent for the year in question was \$5,716.66. Applying the rule stated in the Declaration of Trust, Article Third, 4 (A) (page 243), the borrowing power was \$5,024.67. The total annual obligations of the Trustees on the above date reckoned at six per cent had a present worth of \$2,989, which is 59 per cent of \$5,024.67.

During the year ending March 31, 1927, payments under rent-charges issued by the Trustees of Shakerton amounted to \$63.57, of which \$12.57 represented additional payments made because of the lessened value of money.

In three instances the taxes of lessees on real estate and personalty exceed their rent.

FINANCIAL STATEMENT

The office of the Trustees is at Old Common, Ayer, Mass.; telephone call is Ayer 391.

The growth of Shakerton appears from the following table:

<i>Year</i> ¹	<i>Acres</i>	<i>Hectares</i>	<i>Actual</i>	<i>Gross Rent Basis of 1913</i> ²
1922	6	2	49	33
1923	13	6	382	256
1924	13	6	146 ³	95
1925	13	6	262	176
1926	13	6	313	197
1927	13	6	343	227

See Appendix II for ratio of rent roll to real estate and taxes.

¹ Fiscal year ends March 31.

² This column gives rent in terms of the value of a dollar in 1913. See Appendix I.

³ Some rents for this year were paid before the close of the previous year.

FINANCIAL STATEMENT OF TRUSTEES

For Year Ending March 31, 1927

<i>Receipts</i>	
Balance March 31, 1926.....	\$ 29.89
Rents.....	343.18
Interest.....	51.40
Gift.....	1.00
Savings account.....	400.00
	\$ 819.47
<i>Expenses</i>	
Rent-charges.....	\$ 63.57
Interest.....	7.25
Taxes.....	267.92
Refunds.....	28.38
	\$ 367.12
Balance March 31, 1927.....	452.35
	\$ 819.47
BALANCE SHEET	
<i>Assets</i>	
Cash.....	\$ 776.87
Assessed valuation of land plus 2½ per cent.....	2,728.00
	\$3,504.87
<i>Liabilities</i>	
Contingent fund.....	\$ 14.53
Reservation account.....	18.00

SHAKERTON

Reservation for council.....	\$ 24.31
Rent-charges.....	2,989.00
	\$3,045.84
Surplus.....	459.03
	\$3,504.87

RENTAL ASSESSMENTS

For year ending March 31, 1928, payable on or before April 1, 1927, to Trustees of Shakerton, Ayer, Massachusetts.

<i>Lessees</i>	<i>Acres</i>	<i>Rate per Acre</i>	<i>Rent</i>
Clark and Doherty.....	2.00	44.67	\$ 89.34
John McLaren.....	.36	48.50	17.46
Marion G. McLaren.....	.62	49.39	30.68
Harold McNiff.....	4.95	10.45	51.73
Marjorie Stone.....	.48	46.69	22.41
Martha D. Stone.....	1.39	46.94	65.25
Fiske Warren.....	4.68 ¹	15.29	71.56
	14.48		
Land unlet.....	9.66 ²	24.06	\$348.43
	24.14		
Total area.....			

You are hereby notified to pay your rent as shown on the above schedule.

Payments in advance will be credited with interest at the rate of 6% per annum.

Roland B. Dixon
Fiske Warren
Trustees

March 15, 1927.

¹ 1.78 below high water.

² 9.66 in roadways and below water.

SHAKERTON

DECLARATION OF TRUST

WHEREAS by Declaration of Trust dated November 29, 1921, and recorded with Middlesex South District (Massachusetts) Deeds, Book 4477, Page 323, Roland B. Dixon of Harvard, Massachusetts, and Fiske Warren of said Harvard, declared certain trusts as to land referred to; and

WHEREAS, said Declaration of Trust by article seventh thereof reserved to the Trustees powers by instrument in writing executed by them in said Declaration of Trust referred to, to amend said Declaration of Trust; and

WHEREAS, the said Dixon and Warren, by virtue and in execution of the powers conferred upon them did, on May 4, 1926, amend said Declaration of Trust, recorded with said Middlesex Registry of Deeds, Book 4970, Page 201;

WHEREAS, there is not any organized community as contemplated by said Declaration of Trust;

NOW, THEREFORE, we, the said Roland B. Dixon and Fiske Warren, by virtue and in execution of the powers conferred upon us, do hereby further amend said Declaration of Trust so that the same shall read as follows:

WHEREAS certain real estate in the town of Ayer, Massachusetts, has by deed of even date herewith been conveyed by Aaron Smith of Boston, Massachusetts, to Roland B. Dixon of Harvard, Massachusetts, and Fiske Warren of Harvard, Massachusetts, as joint tenants and not as tenants in common:

WHEREAS said Roland B. Dixon and Fiske Warren, hereinafter called the Trustees, have accepted said conveyance on the trusts hereinafter set forth:

NOW THEREFORE, we, the said Trustees, do hereby declare that we hold and stand seized of said real estate, and covenant with said Aaron Smith and all persons who may become interested hereunder that we will hold and stand seized thereof and of all other real estate or personal property that may hereafter be conveyed to us as such Trustees for the following purposes and upon the following trusts, to wit:

FIRST: *Name of Trust.* The Trustees under this instrument shall be known as the Trustees of Shakerton.

SECOND: *Use of Property, Leases.* The Trustees shall from time to time set apart for public use by the members of the community hereinafter referred to such portions of the trust property not at the time leased as the community shall by action duly taken in accordance with its organization from time to time determine, and from time to time withdraw from such public use any of such property in accordance with directions given in like manner by the community. In case a lease is held by several persons in their own right in common or jointly only such one of them as they select, and his or her wife or husband, if any, shall be entitled to vote by reason of such leasehold. The Trustees shall from time to time grant leases for such terms not exceeding one hundred and one years and to such persons, including corporations, as they think fit. Such leases shall:

(1) *Rent, Arbitration as to Amount.* Provide for an annual rent equal to the full economic rent of the land leased, such rent to be determined from year to year by the Trustees until there is an organized community as hereinafter provided for, and, whenever there is such an organized community, by it, in such manner as its organization may provide; any leaseholder aggrieved by the action of the Trustees or of the community fixing the rent to be paid by him in any year, may require an arbitration to fix the amount of the rent; the Trustees may, if they deem the rent to be paid by

SHAKERTON

SECOND; (1)

any leaseholder in any year as fixed by the community too low, require an arbitration between themselves and such leaseholder to fix the amount of the rent, or if they deem the rent too high may require an arbitration between themselves and the community to fix the amount of the rent; every arbitration shall be in the manner provided in this deed of trust and the decision of the arbitrators fixing the rent shall be final; in case of a charitable organization, however, the lease may give the Lessee the right, upon surrender of the lease at any time after ten years from its beginning, to require a new lease for not more than one hundred and one years on the same terms and conditions; such lease need provide for the levy of the economic rent only if and when taxes shall be levied on either the site or the improvements on the demised premises; otherwise the rent shall be as agreed upon between the Trustees and the Lessee, provided always that in the case of land already held by the Trustees the transaction shall represent, upon the then existing value of the demised premises, excluding all estimation of value thereafter to exist, in the judgment of the Trustees no financial sacrifice on their part, or in the case of land acquired incidentally to the transaction, excluding all estimation of value then or thereafter, whether of land or of improvements (if owned by the Trustees); the rent under such leases shall not be subject to arbitration; such leases may provide that, if and when taxes shall be levied on the improvements on the demised premises, the Lessee shall have the right, upon surrender of the lease, to require a deed of the demised premises in fee simple, including both site and improvements, subject to a clause of reverter, providing that the property shall revert to the Trustees, if at any time it shall cease to be held by such charitable organization free from taxes; in the case of land of the character classified by the laws of Massachusetts at the time in force for purposes of taxation as forest lands the Trustees may fix the economic rent at such an amount as will not put the Lessee at a disadvantage as compared with similar land outside the enclave;

(2) *Natural Resources.* Provide for payment by the leaseholder to the Lessors for whatever part of any limited natural resource, including all mineral, coal, oil and natural gas, shall be detached from the remainder or removed from the premises or consumed thereon of an amount of money of a value equal to the value of such part of such resource in a state of nature, such payments to be made periodically at times fixed by the Lessors. The amount payable shall be fixed by the Trustees or by the community if and whenever there is an organized community in existence with the same rights to revision by arbitration as above provided in respect to rent;

(3) *Improvements.* Provide that all improvements upon the leased land made or acquired by the Lessee shall be the property of the Lessee, and may be removed from the land by the Lessee or by any person purchasing or otherwise acquiring the same from the Lessee at any time before the termination of the lease, if the rent is not then in arrears, and if sold or otherwise transferred to a new tenant of the same land before the right of removal terminates, may be held by the latter with the same right of removal as if made by him; any improvements not removed before the right of removal terminates shall become the property of the Trustees, but may be released and removal thereof may be permitted by them on such terms as they think fit;

(4) *Taxes.* Provide that the Trustees will from the income (not including payments for natural resources) received from real estate from time to time to the extent of such income pay all taxes and assessments that may be lawfully assessed upon all the land from time to time held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance covering such land or any of it;

DECLARATION OF TRUST

(5) *Proceedings for Abatement of Taxes.* Provide that the Trustees may in their discretion, in the name and behalf of any Lessee, apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to such Lessee which under the terms of the lease would be payable by the Trustees;

(6) *Taking for Public Use.* Provide that the land of any Lessee, or any part thereof, including any improvements thereon, may, at any time, by action of the community, when there is an organized community, in such manner as its form of organization may provide, be restricted in its private use, or taken for public use, by the community; all such restrictions shall be for the regulation of the purposes for which, or of the manner in which, property in a specified area shall be used; and such taking for public use shall include the right to relet or to sell or assign the property taken for private use subject to such restrictions; in case of any such restriction or taking, the community shall award damages, if the Lessee has suffered any damage thereby; but no such damages shall be awarded for alleged loss based upon the value of the leasehold interest in the land; in case the Lessee is dissatisfied with the sum awarded, the damages to be paid shall be determined by arbitration;

(7) *Restrictions on Use and Termination.* Provide that the Lessee shall be subject to such restrictions on the purposes for or the manner in which the land shall be used as the Trustees may therein provide and that the lease may be terminated for violation of any such restrictions or violation of such reasonable ordinances as the community may from time to time enact and declare to be a cause for termination, and as the Trustees approve;

(8) *Adherence to Community.* Provide that every natural person, by acceptance of a lease, becomes a member of the community, if or when not less than twenty-one (21) years of age; and, whenever there is an organized community, thereby accepts its constitution and ordinances, except anyone residing in Shakerton who is not a registered voter of the town of such residence: and remains a member as long as qualified under this declaration of trust.

(9) Provide that in case the land leased is outside the present boundaries of the town of Ayer, the lease may in the discretion of the Trustees provide that the Trustees may at any time sell the reversion in the lease to the Trustees under any substantially similar declaration of trust covering any land in the town in which the leased land is situated, and that upon such sale or at any time thereafter the Lessee will upon request surrender his lease and simultaneously take from such purchasing Trustees a lease for the unexpired balance of the term in such form as is then in use by such purchasing Trustees.

The leases shall be substantially in the form hereto annexed except so far as the Trustees may from time to time, with the approval of said community, change the provisions thereof other than those enumerated above. The Trustees, with the approval of the community, may with the consent of the individual Lessee change such excepted provisions as to any particular lease.

THIRD: The Trustees shall have the following powers and obligations:

1. *Use of Income.* They shall apply the income, except payments for natural resources and except rents paid in advance until the same have accrued, received by them from all the land from time to time held by them in trust to the following purposes, in the following order, payments in each class to be made in full, or ratably if they cannot be made in full;

(A) *Taxes.* To pay all taxes and assessments that may be lawfully assessed upon all the land from time to time so held by them and upon all improvements

thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance upon the Lessors' interest in such land or any of it.

(b) To pay all the reasonable and proper expenses, other than those herein specifically enumerated, of administering their trust, but not including any compensation for their own services.

(c) *Payment to Georgian Trust.* To pay annually to the Trustees under declaration of trust dated September 3, 1920, known as The Georgian Trust, their successors in trust or assigns a sum not less than one (1) dollar until the total sum of one hundred (100) dollars shall, together with interest on the unpaid balance each year at the rate of three and one-third per cent per annum, have been so paid, and shall pay in like manner to any other person from whom land may hereafter be acquired such sum by instalments, including interest on the unpaid balance as agreed upon, as may at the time of such acquisition be fixed.

(d) To pay such sums as may from time to time by action of the Trustees be charged by agreement or otherwise on the annual rent.

(e) To pay any indebtedness incurred in connection with acquiring new land or for money borrowed for the purpose of the trust as the same may become due and not be paid from other sources or be provided for by extension, loan or otherwise.

(f) To reserve each year by action of a majority of the Trustees such sum, if any, not exceeding in any year ten (10) per cent of the gross income for such year as such majority may determine to be set apart, as a contingent fund, and used at such time thereafter as such majority think proper for any purpose authorized by the trust, including acquisition of additional land and property thereon.

(g) To pay all taxes and assessments levied under the laws of the Commonwealth of Massachusetts on tangible personal property, other than improvements, situated on the trust real estate and belonging to members of the community, residing in the enclave and registered as voters of the town of such residence, or to persons being minors who if twenty-one (21) years of age and registered as voters of the town of such residence would be members of the community.

(h) To pay all poll taxes levied under the laws of Massachusetts upon members of the community residing in the enclave and registered as voters of the town of such residence, and all charges for registration of or licenses to operate automobiles (or motorcycles) located within the enclave, granted by the Commonwealth of Massachusetts to members of the community residing in the enclave, and registered as voters of the town of such residence, or to persons being minors so residing who if twenty-one (21) years of age and registered as voters of the town of such residence would be members of the community.

(i) To distribute at such time in each year as they think fit, among the persons living at the beginning of such year (or their legal representatives) who in the preceding year

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age and registered as voters of the town of such residence;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town of such residence; and

(4) paid a tax assessed under the laws of Massachusetts upon personal

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property other than tangible personal property included in clause (g) above or income, such amount, if any, as said Trustees think fit not exceeding the whole and not less than one-tenth of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes on such personal property and income assessed in Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts including the buildings thereon. Such distribution shall be made as hereinafter provided.

(j) To distribute at such times in each year as they think fit, among the persons who living at the beginning of such year (or their legal representatives)

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age and registered as voters of the town of such residence;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town of such residence; and

(4) paid a tax under the laws of the United States upon income or profits (including surtaxes), such amount, if any, as said Trustees think fit not exceeding the whole and not less than one-tenth of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes on income or profits assessed in Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts including the buildings thereon. Such distribution shall be made as hereinafter provided.

(k) To distribute at such times in each year as they think fit, among such executors or administrators of deceased persons who at death

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age and registered voters of the town of such residence;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town of such residence; and

as have in their capacity as such executors or administrators in the preceding year paid any tax, or taxes, under the laws of Massachusetts in the nature of an inheritance, succession or legacy tax on the estate of such decedent, such amount, if any, as said Trustees think fit, not exceeding the whole and not less than one-tenth of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes in the nature of inheritance, succession or legacy taxes received by the Commonwealth of Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts, including the buildings thereon. Such distribution shall be made as hereinafter provided.

(l) To distribute at such times in each year as they think fit, among such executors or administrators of deceased persons who at death were, and for five (5) years next preceding had been Lessees or members of the community, as have in the preceding year paid any tax or taxes under the laws of the United States in the nature of an estate, inheritance or succession tax, such amount, if any, as said Trustees think fit, not exceeding the whole and not less than one-tenth of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate

held by the Trustees, including the buildings thereon; that the aggregate taxes in the nature of estate, inheritance or succession taxes received by the United States from the estates of deceased persons in Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts, including the buildings thereon. Such distribution shall be made as hereinafter provided.

(M) To distribute at such times in each year as they think fit, among such persons who at the time are and during the preceding year were

(1) members of the community, or being minors would have been members if twenty-one (21) years of age and registered voters of the town;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town of such residence, and during said preceding year have imported into the land area held by the Trustees of Shakerton from foreign countries goods on which they have paid customs duties for which they show official receipts, such amount, as said Trustees think fit, not exceeding nine-tenths and not less than one-tenth of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate customs taxes levied for Massachusetts (computed by multiplying the per capita customs taxes in the United States by the population of Massachusetts, as as shown by the official census (whether State or Federal) last published) bears to the aggregate taxes assessed in such a year on all real estate in Massachusetts, including the buildings thereon.

The community by vote of a majority of those present at a meeting called for the purpose, or if there is no organized community the Trustees by unanimous vote may from time to time exclude from participation in any benefit under this clause (M) any member suspected of practices subversive of the object of the clause as interpreted and determined by such meeting or by the Trustees as the case may be.

(N) Every distribution under the five preceding clauses shall be made only among such of the persons specified in the respective clauses as shall make written demand therefor between July 1 and December 31 of the year preceding the year in which such payment is to be made. Such distribution shall be made in equal shares per capita (the executors or administrators of a deceased person to count as one only), except that no person in any class shall receive a sum in excess of the taxes, or such fractional part thereof as the Trustees may fix, so paid by such person in such preceding year; any part of an equal per capita share so withheld shall be divided equally among the other shares subject to the same limitation. The provision of the five preceding clauses shall be applicable as to taxes levied by the Commonwealth of Massachusetts or the United States under laws now in force or any amendments thereof or substitutes thereof levying taxes of a similar nature. The decision of the Trustees as to whether any tax falls within the provision of any of said clauses shall be final.

(O) *Education.* To pay to any private school in the enclave of Shakerton or any other enclave hereafter recognized as an associated enclave by the Trustees of the Georgian Trust, dated September 3, 1920, recorded in Worcester Registry of Deeds, book 2227, page 73, whether located on leased land or on land subjected to reverter in behalf of any child residing in the enclave of Shakerton, and upon written request of a parent or guardian, such sum or sums as the Trustees of Shakerton see fit, but not less than one-tenth and not more than the whole, of an amount equal to

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the average cost of education, as determined by the Trustees, of children of corresponding age in the public school of the town in which such child resides.

(p) No taxes, however, registration fees or licenses of members residing on any land held by any charitable organization shall be paid, unless such organization pays the economic rent on its lease-hold.

2. *Public Purposes.* After making the foregoing payments the Trustees shall pay over the surplus remaining to the community hereinafter referred to for application to public uses in the sense hereinafter defined, up to an amount equal in the aggregate to a percentage of the gross rent less taxes, and fees for registration and licenses paid directly or refunded received by the Trustees during the first fiscal year in which year rent was collected equal to one per cent of such first year and one additional per cent for each year elapsed since the end of such first year, together with a percentage of the increase, if any, in the second year and over such first year, equal to one per cent for such second year and one additional per cent for each year elapsed since the end of such second year, together with a like percentage of the increase, if any, of net rent as above in each succeeding year over the preceding year, equal to one per cent for such succeeding year and one per cent additional for each year since elapsed. The computation for each fiscal year and the payment therefor shall be made in, and constitute a charge upon the revenue of, the following fiscal year. From the balance of such surplus there shall be paid so far as the surplus suffices such sums as will satisfy all obligations of the Trustees specifically charged upon such surplus. Of the remainder, if any, of such surplus one-half shall be paid to said Georgian Trust, if then in existence, and the other half, or all, if said Georgian Trust is not then in existence, shall, at the discretion of the Trustees, be used for the acquisition of additional real estate for the enclave of Shakerton; or to found, acquire real estate for, pay the debts incurred in the acquisition of real estate for, or lend money to, any new or existing single tax enclave, or shall be paid to the community for application to public uses in addition to the amount previously above provided, or shall be applied in such shares as they see fit to one or more of said purposes. Public uses for the purposes of this article shall be uses public in the sense that they cannot be left to individuals without giving one an advantage over others and including hiring any real estate for public use, and the acquisition of additional real estate together with whatever personal property may reasonably be purchased as a part of the transaction, to be held by the Trustees hereunder, the Trustees to sell within a reasonable period any improvements on land so acquired except so far as such improvements are retained for public use of the community. In case and whenever there is no organized community to which the income can be paid over as herein above provided, the Trustees shall themselves apply such surplus income to such public uses for the common benefit of their Lessees, or in their discretion may pay the same to the town of Ayer or to such other town or towns, where they hold land, in the proportions they deem fit.

The Trustees shall pay over all sums received by them as payments for natural resources under the provisions of Article Second, clause (2) to said Georgian Trust, or, if and whenever said Georgian Trust is not in existence, shall hold all such sums as capital and as a part of the trust property with full power of investment and reinvestment, and shall apply the net income therefrom as a part of the income derived from the land held in trust to the purposes hereinbefore specified.

3. *Powers as to Acquiring Additional Land.* The Trustees shall have power to acquire additional real estate on such terms as in their discretion they think fit, including power to purchase wholly or in part on credit, to take the same subject to

a mortgage, or themselves to borrow money on the credit of such real estate and to mortgage the same as security or subject to the provisions as to application of income above set forth to charge the rent received from such additional land, or from all or any part of the land held by them, including such additional land with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price, or any indebtedness therefor or for money borrowed to acquire such land, but they shall have no authority to create any legal liability on the part of the community to pay for any such land or to create any legal obligation by which the rent of any land can be reached and applied, except by their voluntary act in charging the same as above provided, to satisfy any claim for unpaid purchase money. The Trustees, with the approval of the community, shall have power to suspend, for such time as they think fit and the community approves, the rent, payable under any lease; the rent so suspended shall constitute a first lien on the improvements (including any growing timber) on such land, and shall be payable with interest at the expiration of the term of suspension or upon the earlier termination of the lease; such lien may be enforced by seizure of such improvements and sale thereof, or in any way authorized by law. The Trustees may pledge any suspended rent as security for money borrowed by them. The Trustees may with the approval of the community at any time sell any of the trust property not then under lease and convey the same to the purchaser free from any trust; the proceeds of any property so sold may be applied to any purpose to which surplus income is applicable, and no purchaser from the Trustees shall be responsible for the application of the purchase money.

4. The powers of the Trustees as to borrowing shall include the power:

(A) to borrow money from time to time to an amount equal, in the aggregate, with all loans at the time outstanding, to the value, as determined by the Trustees, of all the land owned by them, exclusive of improvements thereon, less a deduction of one (1) per cent of the value of each parcel for each year from the date of its acquisition to the date of such borrowing, to make every such loan on such terms as they think fit, and issue therefor such evidences of indebtedness as they elect, including, without restricting the generality of the foregoing words, bonds, notes and certificates of indebtedness; for the purpose of this provision the value of land shall be determined by multiplying the gross rent received during the preceding year by one hundred and dividing it by six or other figure representing the then legal rate of interest in Massachusetts; such right to borrow money shall include a right to borrow on the terms of paying a fixed sum yearly or oftener for a term of years or for the life or lives of any person or persons, or other period, by way of interest and amortization;

(B) to grant rent-charges upon any part or parts of the trust estate or upon all of it, in such form and on such terms as they think fit; such rent-charges shall be included in computing the indebtedness for the purpose of limitation on borrowing power under the foregoing clause, each rent-charge being taken for the purpose at the present value, at the time of the computation, of an annuity of like amount payable for the unexpired term on a six per cent basis;

(C) to secure any loan by mortgage of all or any part or parts of the land owned by the Trustees in such form and on such terms as they think proper, including power to make an open mortgage which shall provide for securing other indebtedness that may be subsequently contracted or other evidences of indebtedness subsequently issued, and including power to provide or not, as they think fit, as to any or all land so mortgaged so far as may be consistent with any lease or leases of

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any particular parcels thereof then in force or thereafter to be given, that the mortgage shall or shall not, as the case may be, give any title to improvements then existing or that may thereafter be put upon such land or any parcel or parcels thereof;

(d) to extend any mortgage now or hereafter in force covering any of the trust property;

(e) in their discretion to insert in any lease hereafter given a provision, and to agree with any existing or future Lessee upon modifying such lease by including therein a provision, authorizing the Trustees to mortgage the land covered by such lease alone or with other land in the manner and upon the terms above specified;

(f) to relieve any person lending money to them from all obligation to see to the application of the money loaned or to determine any fact authorizing the action of the Trustees and by them alleged to exist.

5. The Trustees shall have power to sell, pledge, and transfer personal property held by them. The Trustees may make a sale or conveyance of leased land to the Trustees under any declaration of trust similar to this covering land in the same town in which such leased land lies.

6. No person paying money as rent or otherwise to the Trustees shall be bound to see to the application thereof and no person in good faith receiving money from the Trustees shall be bound to inquire whether the payment is made in accordance with the terms of this trust.

FOURTH: The community herein referred to shall consist of all the persons not less than twenty-one (21) years of age for the time being holding leases in their own right from the Trustees, the wife or husband of such a leaseholder and of such other persons not less than twenty-one (21) years of age residing on the trust estate, except anyone residing in Shakerton who is not a registered voter of the town of such residence, as may by any form of organization adopted by such leaseholders be associated with them; but heirs, executors, administrators, trustees or guardians, joint tenants by the entirety or in common, being leaseholders shall as such count only as one in voting, and no person shall have more than one vote except as he may hold proxies. The community shall exist as an organization whenever not less than twenty (20) leaseholders have so organized or with the written approval of the Trustees whenever not less than ten (10) leaseholders have so organized, and shall continue so long as such organization is maintained and not less than twenty (20) leaseholders remain members, or with the written approval of the Trustees as long as not less than ten (10) leaseholders remain members. The words "members of the community" wherever used shall, unless plainly inconsistent with the context, mean the persons above described as forming the community irrespective of whether there is or can be an organized community as above defined or not.

FIFTH: *Resignations, Vacancies, New Trustees.* The Trustees may at any time in the manner hereinafter provided for filling a vacancy add one to their number and thereafter the number of Trustees shall be three. Any Trustee under this instrument may resign his trust by instrument in writing delivered to his co-trustees or co-trustee and recorded in Middlesex South District, Massachusetts, Registry of Deeds. Whenever a vacancy from any cause exists in the number of Trustees, the surviving or remaining Trustees or Trustee shall by instrument in writing recorded in said Registry of Deeds appoint a new Trustee or Trustees, who shall upon confirmation by said community by a vote of a majority of such members as are present and vote at a meeting called for the purpose in such manner as the form of communal organization may provide, or without confirmation if no organized community is in existence, forthwith and without the necessity of any conveyance

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FIFTH

become vested jointly with such surviving or remaining Trustees or Trustee with the same rights, powers, titles and estate as if originally appointed a Trustee hereunder. Pending the appointment of a new Trustee, the surviving or remaining Trustees or Trustee may exercise all the powers of the Trustees hereunder.

SIXTH: *Action by Trustees, Delegation of Powers.* Except as otherwise herein expressly provided, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his powers for such time as he thinks proper by instrument in writing, and the Board of Trustees may in like manner delegate to any one of their number such part of the powers of the Board for such time as they think proper; any such delegation by a Trustee or by the Board may at any time be revoked by him or by the Board. Any Trustee may so delegate his power to act in respect to any matter in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter. If such delegation shall concern the sale of land to the Trustees and the community shall then be in existence, the price agreed upon shall then be laid before a meeting of the community for its approval. If the community disapproves, the price shall be referred to arbitration between the community and the Trustee, the standard of value to be applied by the arbitrators being the fair market price at the time of the agreement. The Trustees may by instrument in writing authorize the Council of the community to act as their agents in any matter and may revoke such authority; so far as authorized by the community expenses incurred in so acting shall be paid from the funds of the community.

SEVENTH: *Amendments and Termination.* This declaration of trust may be amended or terminated at any time by instrument in writing executed by a majority of the Trustees for the time being and approved in writing by a majority of the members for the time being of the community of Shakerton, or approved at each of two meetings held within not more than two months of each other and not less than one month apart, called by notice in writing to all members, such call giving notice of the proposed amendment and such approval being in each case by affirmative vote of a majority of all the members of the community, or by affirmative vote of a majority, consisting of not less than ten individual members present in person or by proxy, of those so present at such meeting and voting, but no such amendment shall impair any of the rights of a Lessee from the Trustees under this lease, or shall provide for any other distribution or disposition of the trust property free from the trust than is herein provided for.

EIGHTH: *Duration of Trust.* Unless sooner terminated as hereinbefore provided, this trust shall continue until the expiration of twenty-one (21) years after the death of whichever of the following named persons dies last, to wit: M. Phillips Mason, said Fiske Warren, said Roland B. Dixon; Sarah Warren, Martha Warren, Jeannette Warren, Georgia Warren and Josephine Warren, being children of Joseph A. Warren; and Rachel Warren Lothrop, Marjorie Warren and Hamilton Warren, being children of said Fiske Warren; and Samuel K. Lothrop, Jr., and Joan Patricia Lothrop, being children of said Rachel Warren Lothrop; and Helena Elisabeth Mason and Richard Phillips Mason, being children of said M. Phillips Mason; and Janet Warren Shaw, Catherine Warren Shaw, Mary Warren Shaw, Rhoda Warren Shaw and Lois Warren Shaw, being children of Lois Warren Shaw.

NINTH: *Final Disposition of Property.* Upon the expiration or prior termination of this trust the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons or body corporate as a majority of the Trustees for the time being

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and a majority of the members of the community for the time being shall in writing determine, or upon failure to agree, or, if for any reason there is no longer any community, then the reversion in all leases then in force and all the land and improvements then held by the Trustees free of lease shall go to the town or towns in which situated and all other property to the town of Ayer or to such town or towns in which land is then held as the Trustees may determine in such proportions if more than one as they may determine. Such conveyances shall be upon the terms that all leases at the time outstanding shall remain in force; the Lessees shall be bound to pay as rent such amount as may be agreed upon by them and the grantee of the reversion as the fair equivalent from time to time of the economic rent less any taxes and assessments required to be paid by the Lessee, which by the terms of the lease should be paid by the Lessor; in case the grantee and Lessee cannot agree upon such equivalent it shall be determined by arbitration. If at the time of conveyance the payments to be made to said Fiske Warren, or to any other person, for land acquired have not terminated, the grantee shall continue bound to make such payments to the same extent to which the Trustees would have been bound to make payments.

TENTH: Arbitration. Wherever a reference to arbitration is provided for in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of a majority of the referees shall be conclusive and final upon the parties.

ELEVENTH: Authentication of Facts. A certificate signed and sworn to by a majority of the Trustees for the time being and recorded in said Middlesex South District Registry of Deeds, stating that certain persons constituted all or a majority of the members of said community, or reciting the existence of any fact the existence of which is required to authorize any action taken by the Trustees, shall as to third persons acting in reliance thereon be conclusive evidence of such statement therein contained, or of the existence of such fact.

TWELFTH: Approval of Community. Wherever the approval of the community is required for any act, except as otherwise herein provided, such approval may be given by a majority vote of members present and voting at a general or special meeting. If and whenever there is no organized community in existence, the Trustees may exercise alone any power which by this instrument may be exercised by them, with the approval of the community, or a majority of its members.

THIRTEENTH: In every written lease, deed, mortgage or contract which these Trustees may make, reference shall be made to this instrument, and the person or corporation contracting with the Trustees shall look only to the funds and property of the trust for payment under such contract or for payment of any mortgage debt, judgment or decree or of any money that may otherwise become due or payable by reason of the failure on the part of the Trustees to perform such contract in whole or in part, and no Trustee present or future shall be personally liable therefor. The Trustees shall be responsible only for wilful breach of trust, and no Trustee shall be liable for allowing any other Trustee or Trustees to have possession of the trust books, or to make collections, or to have the sole custody of the trust moneys, and no Trustee shall be responsible except for his own acts. No bond or surety shall ever be required of any Trustee acting hereunder.

IN WITNESS WHEREOF, we the said Roland B. Dixon and said Fiske Warren, have hereunto set our hands and seals this 29th day of November, A. D. 1921.

Roland B. Dixon
Fiske Warren

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IN WITNESS WHEREOF, we the said Roland B. Dixon and said Fiske Warren, have hereunto set our hands and seals this first day of April, A. D. 1927.

Roland B. Dixon
Fiske Warren

And we, the said Roland B. Dixon and Fiske Warren hereby certify that there is not any organized community of Shakerton.

Roland B. Dixon
Fiske Warren

Subscribed and sworn by Roland B. Dixon this eighth day of April, A. D. 1927, before me,

Geo. F. T. Brooks,
Notary Public

Subscribed and sworn by Fiske Warren this eleventh day of April, A. D. 1927, before me,

Lily O. Carlson,
Notary Public.

LEASE

The Trustees of Shakerton, under declaration of trust dated November 29, A.D. 1921, and recorded with Middlesex County, Massachusetts, South District Deeds, book 4477, page 323, hereinafter called the Lessors, which expression shall include their successors in trust and assigns, wherever the context permits, hereby demise and lease unto

of , hereinafter called the Lessee, which word and any pronoun referring thereto shall in this instrument be read as singular or plural according as at the time there is one Lessee or two, and shall wherever the context permits include the heirs, executors, administrators and assigns of the Lessee or Lessees, the following described parcel of land in Shakerton, in the town of Ayer in said Middlesex County, *to wit:*

TO HAVE AND TO HOLD to the said and his heirs, executors, administrators and assigns for the term of years, beginning , A.D. 19 , upon the following terms and conditions:

The Lessee by accepting this lease becomes and remains a member of the Community of Shakerton, if and as long as qualified under said declaration of trust, including amendments duly made thereto, and, if and whenever there is an organized Community in existence, thereby accepts and covenants to be bound by its constitution and ordinances; the Lessee by accepting this lease also accepts and covenants to be bound by all the provisions of said declaration of trust including any amendments duly made thereto, and covenants with the Lessors:

1. To pay annually in advance to the Lessors, on the first day of April of each year beginning April first next, as annual rent a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Lessors or by the Community of Shakerton, subject to revision by arbitration as provided in said declaration of trust.

LEASE

2. To observe and comply with and not to permit any person to occupy or be upon the demised premises who fails or refuses to observe and comply with all reasonable ordinances and regulations that may from time to time be enacted by the Community of Shakerton, in accordance with its constitution.

3. To pay to the Lessors for whatever part of any limited natural resource, including all minerals, coal, oil, and natural gas, shall be detached from the remainder or removed from the premises or consumed thereon, an amount of money of a value equal to the value of such part of such resource in a state of nature; such payments to be made periodically at times fixed by the Lessors. The amount payable shall be fixed by the Lessors or by the Community, if and whenever there is an organized Community in existence, subject to revision by arbitration as provided in said declaration of trust in respect to rent.

4. To permit the Lessors in their discretion, in the name and behalf of the Lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the Lessee which under the terms of the lease would be payable by the Lessors.

5. To permit all or any part of the leased premises, including improvements thereon, to be restricted in its private use, or taken for public use, by the Community, in such manner as its form of organization may provide, under the conditions stated in said declaration of trust, or by the Lessors if and whenever there is no organized Community in existence.

6. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than four (4) inches in diameter at a point eighteen (18) inches above the ground, without the written consent of the Lessors, except that trees which were not growing on the demised premises January 1, 1921, may be cut and removed by the Lessee.

7. To allow the said Lessors a right of way ten (10) feet wide across the said premises, said right of way to be used solely for the purpose of laying water pipes, gas pipes, telegraph and telephone wires, electric light connections and other communications, or any of them, below the surface of the ground.

The Lessors covenant with the Lessee:

To apply all income (not including payments for natural resources) received from all real estate from time to time held by them under said declaration of trust to the following purposes in the order specified:

A. To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments that may be lawfully assessed upon all the land from time to time held by them and upon all improvements thereon, whether assessed as real estate or personal property, and of all interest upon any mortgage or other incumbrance covering such land or any of it;

B. To such purposes and in such manner as the declaration of trust or any amendment thereof from time to time provide.

It is agreed by the parties hereto:

A. All improvements upon the demised premises made or acquired by the Lessee shall be and remain the property of the Lessee, and may at any time before the termination of the lease, if the rent is not then in arrears, be removed from the land by the Lessee or by any person acquiring the same from the Lessee, and if sold or otherwise transferred to a new tenant of the same land before the right of removal terminates may be held by the latter with the same right of removal as

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if made by him; any purchaser may in like manner and under the same conditions sell such improvements. The Lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as good condition as when the improvements were first erected, and the Lessors may require reasonable security therefor as a condition of permitting such removal. Any improvements not removed before the right of removal terminates shall become the property of the Lessors, who may, however, release the same and permit the removal thereof on such terms as they think fit.

b. This lease shall be subject to such restrictions on the purposes for or the manner in which the land shall be used as the Lessors may therein provide, and may be terminated for violation of any such restrictions, or violation of such reasonable ordinances as the Community may from time to time enact and declare to be a cause of termination, and as the Lessors approve.

c. This lease may be terminated at any time by the Lessors for breach of any covenant by the Lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the Lessee's covenant numbered 2 unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

d. The Lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or posted, with postage prepaid, to the Lessors, but such termination shall not release the Lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

IN WITNESS WHEREOF, the Lessors as Trustees as aforesaid and not individually and the above-named Lessee hereunto set their hands and common seal, which each of them hereby adopts, this _____ day of _____

, A.D. 19

Commonwealth of Massachusetts

33.

Then personally appeared the above-named and acknowledged the foregoing instrument to be his free act and deed, before me,

Commonwealth of Massachusetts

Suffolk, 33.

April 25, 1927

Then personally appeared the above named Fiske Warren and acknowledged the foregoing instrument to be his free act and deed, before me,

Geo. P. Davis.

Justice of the Peace.

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PROPOSED CONSTITUTION

Preamble.

We, residents or leaseholders of Shakerton, in order to establish a social system of progress, industry and mutual helpfulness, hereby organize a body politic under the following Constitution:

ARTICLE 1.

This Community shall be known as Shakerton, and its communal affairs, except as already provided for in the declaration of trust, shall be administered by the people of Shakerton in public meeting assembled, and by such officers as they shall elect.

ARTICLE 2. *Communal Meeting.*

Every natural person who is a leaseholder or resident of Shakerton not less than twenty-one (21) years of age, without discrimination on account of sex, and the wife or husband of any leaseholder, shall be a member of the community and entitled to a voice and vote at all meetings, except that no one, besides those above referred to, shall be a member unless registered as a voter in the town of Ayer, provided such person has registered his or her name and legal address on the books of the community kept for the purpose. Each member shall have one vote as representing himself and not more than nine (9) as proxy for other members. The Chairman may vote. Three persons present in person shall constitute a quorum.

A regular meeting shall be held on the second Saturday of every month, at 7.30 P.M. Public notice shall be given of any change in the date, place or hour of meeting.

A special meeting shall be called by the Chairman of the Council upon request in writing signed by five (5) or more of the residents or leaseholders. The communal clerk shall notify all leaseholders of such special meeting, stating the time and object.

ARTICLE 3. *Council.*

A Council, consisting of three (3) councilors, shall be elected by the communal meeting, under the Hare-Spence system of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual councilors separately. Such election shall be held whenever the communal meeting by a majority of those voting determines to hold an election.

The Council shall elect its own Chairman, and shall appoint a Treasurer, subject to confirmation by the communal meeting, a Clerk, and also such other officials as the communal meeting may authorize, all of whom shall serve until their successors are appointed and have accepted. These officials shall not be remunerated except by the specific authority of the communal meeting.

The Council shall administer the affairs of the community, subject to the authority of the communal meeting, and the provisions of the declaration of trust. It shall allot lands to applicants in the order of application, unless otherwise instructed by the communal meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the communal meeting. A statement of the aforesaid allotments and assessments shall be by them submitted to the Board of Trustees, with a recommendation that corresponding leases be made out and rents collected.

SHAKERTON

All orders for the expenditure of communal funds shall be signed by some one of the councillors and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works and expend such public funds as the communal meeting may authorize.

ARTICLE 4. *Communal Clerk.*

The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the communal meeting, and shall keep minutes of each such meeting and submit them for correction or approval at the next meeting.

He shall receive applications for land, and keep a record of the same in order of application.

ARTICLE 5. *Treasurer.*

The Treasurer shall have charge of all communal funds not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested by a Councilor or the communal meeting. He shall pay out communal funds only upon an order made out and signed by any one of the Councilors, and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts both of the Trustees and of the Treasurer shall be audited at least every twelve (12) months by a committee of three (3) appointed by the Chairman of the communal meeting.

ARTICLE 6.

This Constitution may be amended, altered or abrogated by a majority vote of those present and voting at any regular communal meeting or at any special meeting, provided that a written notice of such special meeting shall have been sent to every leaseholder at least a week before by mailing, postage prepaid, to his or her address as registered on the books of the community kept for the purpose.

ARTICLE 7.

This Constitution shall go into effect as soon as twenty (20) leaseholders have organized, or with the written approval of the Trustees whenever not less than ten (10) leaseholders have so organized.

COPY OF RENT-CHARGE

KNOW ALL MEN BY THESE PRESENTS, that we, Roland B. Dixon and Fiske Warren, as Trustees under a declaration of trust dated November 29, 1921, and recorded with Middlesex South District Deeds, book 4477, page 323, in consideration of land valued at two hundred thirty-five (235) dollars and fifty-nine (59) cents conveyed to said trustees by deed of even date herewith, hereby grant unto Marion Gay McLaren a yearly rent-charge of twenty (20) dollars and the additional amount, if any, hereinafter provided for to be issuing out of and chargeable upon all and singular the land situated in the Commonwealth of Massachusetts, record title to which is now, or may hereafter be, vested in said Trustees, excluding in all cases the improvements of such land.

TO HAVE AND TO HOLD and receive the said rent-charge unto the said Marion Gay McLaren and her executors, administrators and assigns, to the use of Fiske

RENT-CHARGE

Warren, his executors, administrators and assigns, for the term of one hundred (100) years from October 20th, 1922, such rent-charge to be payable by equal annual payments of twenty (20) dollars each on the 20th day of October in each year, the first payment to accrue on the twentieth day of October, 1923, and to be payable one year later without interest, provided, however, that each periodical payment shall be one-half of the amount specified above (increased or reduced according to changes in the value of money as provided below), unless and except so far as at the time it becomes payable there is available from the income of the trustees for the twelve months ending March 31 in which such payment accrued a surplus after making all payments from such income provided for in the declaration of trust, Article Third, Section 1, and the minimum payment for public uses provided for in said Article Third, Section 2; said conditional payments are hereby expressly charged upon any such surplus existing. Such conditional payments accruing in each twelve months' period ending March 31st are expressly charged upon any such surplus for said period, sharing pro rata therein; the amount of each instalment shall be subject to addition or diminution to correspond with the purchasing power of money at the end of the twelve months' period in which the payment accrues as estimated and determined by the Trustees in comparison with the purchasing power of money on October 31, 1922; every such determination of the Trustees, as well as their determination of the amount, if any, so payable, and every such determination of the amount of surplus for any twelve months' period, shall be final and conclusive.

And said Trustees, for themselves and their successors in trust and assigns, hereby covenant with said Marion Gay McLaren, her executors, administrators and assigns, to pay to her or them the said rent-charge at the time and in the manner aforesaid, including such additional sum as aforesaid. It is understood and agreed that parts of the land herein charged have been leased by the Trustees to tenants, and that the Trustees may from time to time give other leases of parts of said land to tenants, pursuant to the terms of said declaration of trust, and that every lease now in force and every lease that may be given of any part of said land hereafter and before there is any default in payment of this rent-charge continued for sixty (60) days after demand in writing shall be and remain in full force and effect notwithstanding this rent-charge, the rights of the holder of this rent-charge being limited as to land so leased to perception of the rents reserved in such leases.

It is also expressly understood and agreed that the Trustees have granted and may grant other rent-charges to be charged upon the land hereby charged or a part or parts of it at any time when no default exists in payment of this rent-charge and that any and every rent-charge hereafter so granted shall be entitled equally and pro rata with this rent-charge and without priority of one over the other.

In case of default in the payment of any instalment of this rent-charge continued for sixty (60) days after demand in writing, the owner of this rent-charge shall be entitled to enter on the land charged and, subject to the rights of persons holding other rent-charges charged upon said land or a part thereof as above set forth and to the rights of tenants of said land or any part thereof, to take and receive the rents and profits thereof until all default in payment of this rent-charge is made good.

This instrument is made by said Trustees as Trustees and not individually and upon the express condition that neither said Trustees nor any successors in trust shall be held individually liable for the payment of said rent-charge including any extra payment therein provided for, but that the holder or holders of said charge will look only to the trust property for satisfaction of any liability of said Trustees hereunder.

SHAKERTON

IN WITNESS WHEREOF the said Roland B. Dixon and Fiske Warren, as Trustees as aforesaid, hereunto set their hands and common seal, which each of them hereby adopts, this twentieth day of October, A.D. 1922.

Roland B. Dixon { S. }

Fiske Warren { S. }

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

November 22, 1922.

Then personally appeared the above named Fiske Warren and acknowledged the foregoing instrument to be his free act and deed in his said capacity, before me,

Bertha A. Patten,
Notary Public

My commission expires December 15, 1927.

ARDENTOWN

In the Spring of 1922 negotiations for the purchase of land contiguous to Arden were begun by a group of Ardenfolk, which resulted in the purchase of 109.79 acres, under mortgage, by eight of the Ardenfolk. This area included two small parcels of six or seven acres each and the main tract of 97 acres. The legal existence of the enclave known as Ardentown began December 23, 1922, when the papers creating the deed of trust were signed. Rapid development followed. Roads were extended through the entire enclave and the land was plotted, the lots with few exceptions being one-half acre in extent. Of the 105 lots 59 are under lease. Forty-two dwellings, mostly inexpensive, have been built. Summer residents number 82 and winter residents 37. The annual rentals, if all lots were leased, would amount to \$4,641. The real estate is assessed for \$76,900; land \$16,500 and buildings \$60,400.

The Arden Water Company has laid a four-inch main into Ardentown, extending from the Arden border nearly to the station on the Baltimore and Ohio Railroad, with several connecting side lines. The purchase of \$100 worth of stock of the Water Company is necessary to entitle a lessee to the connections and the use of water. Thirty-two residences are supplied with water. The old mill has been renovated and made a permanent pumping station with a new twenty-two foot water wheel, settling bed, large pump, filter, auxiliary engine and pump. A new dam has been built and the mill race has been repaired. Since the Trustees were given control of Ardentown, June 30, 1923, improvements costing \$10,800 have been made,—chiefly building and improving roads and setting out trees along the roads. Since March 25, 1927, \$400 have been spent in this way.

The success of the Raiffeisen Gild of Arden has led to the organization in Ardentown on June 4, 1923, of the Raiffeisen Gild Two, which in all essential features is the counterpart of the former. The working fund of this Gild is \$12,839. The officers are Jean G. Worthington, Gildmaster; Frank Stephens, Clerk. The Council consists of Florence Garvin, E. Gerstine, Robert P. Woolery, Jean G. Worthington, W. P. Worthington. The Inspectors are William Worthington, Jr., Florence Garvin, H. D. Ware.

The Trustees of Ardentown are George Frank Stephens, William Worthington, Jr., and Donald Stephens. The Townsmen are George Bigley, C. H. Eisenmenger and John Schaack.

ARDENTOWN

The following table shows the growth of the enclave:

Year	Acres	Hectares	Gross Rent	
			Actual	Basis of 1913 ¹
1923	110	45	\$ 528	\$ 354
1924	110	45	2,584	1,678
1925	110	45	2,835	1,890
1926	110	45	1,944	1,223
1927	110	45	2,659	1,761

¹ This column gives rent in terms of the value of a dollar in 1913. See Appendix I.
For ratio of rents collected to real estate and taxes see Appendix II.

FINANCIAL STATEMENT OF THE TRUSTEES OF ARDENTOWN

For the Year Ending March 25, 1927

<i>Receipts</i>	
Balance, March 25, 1926.....	\$ 384.37
Land rents.....	2,659.41
Loans.....	5,526.00
F. Warren, rent-charge.....	798.24
Sundries.....	.59
	\$ 9,368.61
<i>Expenses</i>	
Rent-charges.....	\$ 2,229.62
J. Cochran.....	200.00
Raiffeisen Two.....	1,776.00
Townsmen.....	2,897.20
Expenses.....	299.88
Loans.....	100.00
Taxes.....	1,215.52
Interest.....	76.67
Security Trust Company.....	250.00
Balance, March 25, 1927.....	323.72
	\$ 9,368.61

BALANCE SHEET

<i>Assets</i>	
Committee of Eight.....	\$ 8,743.57
Land.....	19,600.18
Improvements.....	7,473.31
Townsmen.....	3,063.98
E. Rautenberg.....	50.00
Cash.....	323.72
Unpaid land rent.....	640.08
	\$39,894.84

FINANCIAL STATEMENT

<i>Liabilities</i>	
F. Warren.....	\$20,664.30
Raiffeisen Two.....	220.00
J. Cochran.....	574.15
Loans.....	5,176.00
Prepaid land rent.....	402.54
Loss and gain.....	12,857.85
	\$39,894.85

ASSESSMENT OF ARDENTOWN LAND RENTS-

Lot No.	LESSEE	LOCATION	Sq. Ft. Area
150	Vacant	N. Side Circle	9,300
151	Christopher Clift	N. Side Circle Path	7,840
152	Vacant	N. W. Cor. Via Italia and Lorely Lane	18,211
153	Louise K. Field	W. Side Miller's Road Arden Bury	2,539
154	Ada Kaplan	W. Cor. Miller's Road and Lorely Lane	20,840
155	Clifford Vaughan	N. Cor. Miller's Road and Lorely Lane	13,070
156	S. M. Outlaw	N. Side Lorely Lane E. of Miller's Road	23,520
157	Alex. Young	N. Side Lorely Lane E. of Miller's Road	19,670
158	E. E. Moore	W. Cor. Lorely Lane and Appletree	8,030
159	Marion J. Remington	N. Cor. Lorely Lane and Appletree	10,492
160	Adolph E. Bosse	W. Cor. Lorely Lane and Orchard	8,178
161	J. DeSylva-Schoen	N. E. Side of Orchard Road	15,500
161 1/2	Andrew Vattelano	N. E. Side of Grubbs Road	20,710
162	Julio Malatesta	N. Cor. Lorely Lane and Grubbs Road	14,000
163	Americus C. Ross	E. Cor. Lorely Lane and Grubbs Road	20,000
164	F. Falesta	N. Cor. Lorely Lane and Grubbs Road	20,000
165	C. H. Eisenminger	N. Cor. Grubbs and Harvey Roads	210,600
166	R. H. Peitzsch	N. Cor. Grubbs and Harvey Roads	20,400
169	C. H. Eisenminger	E. Side of Grubbs S. of Harvey	20,000
170	F. S. Lodge	E. Side of Grubbs S. of Harvey	20,000
171	C. H. Eisenminger	E. Side of Grubbs S. of Harvey	20,000
172	Vacant	E. Side of Grubbs S. of Harvey	20,000
173	J. Collingwood	E. Side of Grubbs S. of Harvey	20,000
174	C. D. H. Collingwood	E. Side of Grubbs S. of Harvey	20,000
175	Morris Buok	E. Side of Grubbs S. of Harvey	20,100
176	Vacant	E. Side of Grubbs N. of Seonset	20,000
177	Vincent McGee	N. Side of Lorely Lane	10,500
178	George Bigley	S. Cor. Via Italia and Lorely Lane	20,000
179	George Koch	W. Cor. Via Italia and Lorely Lane	20,000
183	C. H. Eisenminger	S. Cor. Harvey Road and Mall	18,500
184	C. H. Eisenminger	S. W. Side of Mall	20,000
185	C. H. Eisenminger	S. W. Side of Mall	20,000
186	C. H. Eisenminger	S. W. Side of Mall	20,000
187	M. E. Lewis	S. W. Side of Mall	20,000
188	Vacant	S. W. Side of Mall	20,000
189	Vacant	S. W. Side of Mall	20,000
190	Vacant	W. Side of Mall	20,000
196	Blanche James	W. Side of Glen	33,000
197	Chas. Heits	E. Cor. Lorely Lane and Miller's Road	20,800
198	H. Young	N. Cor. Orchard and Miller's Roads	12,300
199	John Schasack	S. E. Side of Lorely Lane	20,000
200	Jacob Jaffee		22,160
201	C. H. Eisenminger	E. Cor. Orchard and Miller's Roads	50,000
202	Herman Kumme	S. E. Side of Lorely Lane	20,000
203	Robert P. Woolery	S. W. Side of Appletree	21,000
204	Dr. F. M. Condon	E. Side of Miller's Road	13,000
207	H. A. Sampson	S. Cor. Lorely and Appletree	20,000
208	Elinor C. Crandall	W. Cor. Orchard and Appletree	21,000
209	Mabel Thatcher	S. Cor. Orchard and Appletree	36,020
210	H. Birch	W. Side of Glen and Appletree	28,780
212	Marion Watsenberg	E. Cor. Appletree and Orchard	20,000
213	Lillian Spencer	N. Cor. Hilltop and Appletree	20,000
214	Morris Kaplan	S. Cor. Hilltop and Woodland	20,000
216	R. Tune	S. Cor. Orchard and Woodland	20,000
217	Warren F. Lodge	W. Cor. Woodland and Hilltop	20,000
218	Chas. W. Pettit	N. E. Side of Orchard Road	20,000
219	Victor Thaddeus	N. E. Side of Orchard Road	20,000
220	Walter Kumme	N. E. Side of Woodland and Orchard	20,000
221	Marcus A. Renzetti	E. Side of Woodland	20,000
222	Thomas Renzetti	E. Side of Woodland	25,000
223	F. Massey	N. E. Cor. Hilltop and Woodland	25,000
225	Vacant	N. E. Cor. Mall and E. Mall	21,000
227	Vacant	N. E. Side of Mall	20,000
228	Vacant	N. E. Side of Mall	20,000
229	Hamilton D. Ware	N. E. Side of Mall to Glen	22,900
230	H. Elkan	N. W. Cor. E. Mall and Woodland	18,900
231	Vacant	E. Cor. Mall and E. Mall	20,000
232	Vacant	N. Cor. Mall and Brae	20,000
233	Vacant	E. Cor. Mall and Brae	20,000
234	Vacant	N. Cor. Mall and Seonset	26,500
235	Vacant	S. Cor. E. Mall and Valley	20,000
236	Vacant	W. Cor. Valley and Brae	20,000
237	Helen M. Harding	S. Side of Brae E. of Valley	10,000
237 1/2	Vacant	S. Cor. Brae and Valley	26,500
238	Vacant	W. Cor. Valley and Seonset	20,000
239	Daniel Kieffer	E. Cor. Valley and E. Mall	20,870
240	Vacant	N. Cor. Brae and Valley	24,750

For Year Beginning March 25, 1926

M	Base	Base Rent	Corners	High- ways	Creek	Forest	Green	Total	Total Rent	Lot No.
95	1.662	\$ 15.46							\$ 15.46	150
93	1.627	12.72							12.72	151
93	1.627	29.56		\$ 7.28			\$ 4.55	\$ 11.83	41.39	152
91	1.592	5.63							5.63	153
91	1.591	33.16	\$ 2.00	8.33			5.02	15.35	48.51	154
88	1.54	20.13	2.00	5.23			3.27	10.50	30.63	155
85	1.49	35.14		9.41				9.41	44.55	156
88	1.54	30.29		7.87				7.87	38.16	157
81	1.42	11.40	2.00	3.21			2.01	7.22	18.62	158
81	1.42	14.90	2.00	4.20			2.62	8.82	23.72	159
79	1.385	11.33	2.00	3.27			2.04	7.31	18.64	160
77	1.35	20.93		6.20		\$ 3.88	3.88	13.96	34.89	161
96	1.68	34.79		8.28				8.28	43.07	161
96	1.68	23.52	2.00	5.60				7.60	31.12	162
97	1.697	33.94	2.00	8.00				10.00	43.94	163
98	1.715	34.30	2.00	8.00				10.00	44.30	164
98	1.715	361.18	8.00	84.24			52.65	144.89	506.07	165
100	1.75	35.70	2.00	8.16				10.16	45.86	166
100	1.75	35.00		8.00				8.00	43.00	169
100	1.75	35.00		8.00				8.00	43.00	170
100	1.75	35.00		8.00				8.00	43.00	171
100	1.75	35.00		8.00				8.00	43.00	172
100	1.75	35.00		8.00				8.00	43.00	173
100	1.75	35.00		8.00				8.00	43.00	174
100	1.75	35.18		8.04				8.04	43.22	175
100	1.75	35.00		8.00				8.00	43.00	176
95	1.662	17.45		4.20				4.20	21.65	177
96	1.68	33.60	2.00	8.00			5.00	15.00	48.60	178
96	1.68	33.60	2.00	8.00			5.00	15.00	48.60	179
98	1.715	31.73	2.00	7.40			4.63	14.03	45.76	183
98	1.715	34.30					5.00	5.00	39.30	184
100	1.75	35.00					5.00	5.00	40.00	185
100	1.75	35.00					5.00	5.00	40.00	186
100	1.75	35.00					5.00	5.00	40.00	187
98	1.715	34.30					5.00	5.00	39.30	188
98	1.715	34.30					5.00	5.00	39.30	189
98	1.715	34.30					5.00	5.00	39.30	190
96	1.68	55.44	2.00	13.20			8.25	23.45	78.89	196
91	1.592	33.11	2.00	8.32			5.20	15.52	48.63	197
94	1.645	20.13	2.00	4.92			3.08	10.00	30.13	198
89	1.557	31.14		8.00				8.00	39.14	199
92	1.61	35.68		8.86				8.86	44.54	200
92	1.61		4.00	20.00			12.50	36.50	117.00	201
92	1.61	80.50		8.00				8.00	38.44	202
87	1.522	30.44		8.40			5.25	13.65	45.61	203
87	1.522	31.96		5.20			3.25	8.45	29.60	204
93	1.627	21.15	2.00	8.00			5.00	15.00	44.80	207
85	1.49	29.80	2.00	8.40			5.25	15.65	47.61	208
87	1.522	31.96	4.00	14.41			9.00	27.41	82.88	209
88	1.54	55.47		11.51			7.20	18.71	63.52	210
89	1.557	44.81	2.00	8.00			5.00	15.00	45.14	212
86	1.507	30.14	2.00	8.00				10.00	40.14	213
86	1.507	30.14	2.00	8.00						
88	1.54	30.80				5.00	5.00	20.00	50.80	214
84	1.472	29.44		8.00				10.00	39.44	216
84	1.472	29.44	2.00					2.00	31.44	217
78	1.367	27.34		8.00		5.00	5.00	18.00	45.34	218
79	1.385	27.70		8.00		5.00	5.00	18.00	45.70	219
81	1.42	28.40				5.00	5.00	10.00	38.40	220
82	1.437	28.74				5.00	5.00	5.00	33.74	221
83	1.455	36.38				6.25	6.25	6.25	42.63	222
83	1.455	36.38	2.00			6.25		8.25	44.63	223
96	1.68	33.60	2.00				5.00	7.00	40.60	225
94	1.645	32.90					5.00	5.00	37.90	227
92	1.61	32.20					5.00	5.00	37.20	228
90	1.575	36.07					5.73	5.73	41.80	229
88	1.54	29.11	2.00				4.73	6.73	35.84	230
96	1.68	33.60	2.00				5.00	7.00	40.60	231
96	1.68	33.60	2.00				5.00	7.00	40.60	232
96	1.68	33.60	2.00				5.00	7.00	40.60	233
96	1.68	33.60	2.00				6.63	8.63	53.15	234
96	1.68	44.52	2.00						39.54	235
93	1.627	32.54	2.00				5.00	7.00	34.54	236
93	1.627	32.54	2.00					2.00	16.27	237
93	1.627	16.27						2.00	34.54	237
93	1.627	32.54	2.00					2.00	44.67	238
92	1.61	42.67	2.00					7.22	40.45	239
91	1.592	33.23	2.00				5.22	2.00	41.40	240
91	1.592	39.40	2.00							

ASSESSMENT OF ARDENTOWN

Lot No.	LESSEE	LOCATION	Sq. Ft. Area
241	C. Troup	E. Cor. Valley and Brae	20,000
242	Vacant	N. Cor. Valley and Sconset	20,000
242 1/2	Vacant	N. Side of Sconset E. of Valley	20,000
243	Robert P. Woolery	N. Cor. E. Mall and Woodland	20,520
245	C. Troup	S. Side of Brae	20,000
246	Vacant	N. Side of Sconset	20,000
247	P. L. Mason	W. Cor. Brae and Woodland	24,550
248	Vacant	S. Cor. Brae and Woodland	19,300
249	Vacant	W. Cor. Woodland and Sconset	21,700
250	Vacant	E. Cor. Woodland and Glen	15,600
251	Robert Ridpath	N. Side of Woodland	20,000
252	H. B. Clark	N. Side of Woodland	20,000
253	Vacant	N. Cor. Woodland and Creek Lane	15,000
254	Vacant	E. Cor. Woodland and Creek Lane	20,000
255	Vacant	N. Side of Woodland	20,000
256	Vacant	N. Cor. Woodland and B. and O.	26,300
257	Vacant	S. Cor. Woodland and Sconset	14,060
258	Vacant	S. Side of Sconset	20,000
259	Vacant	S. Side of Sconset	20,000
260	Vacant	S. Side of Sconset	20,000
261	Vacant	S. Side of Sconset	20,000
262	Vacant	S. Side of Sconset	20,000
263	Vacant	S. Side of Sconset	20,000
264	G. Barbetta	S. Side of Sconset	20,000
266	Vacant	S. Side of Sconset	20,000
267	Vacant	E. Cor. Grubbs and Sconset Roads	20,000
270	Arden Water Co.	West Cor. Marsh Road and Naaman's Creek	20,000
271	Alan Farmer	N. Side of Marsh Road	8,000
272	Vacant	N. Side of Marsh Road E. of Naaman's Creek	20,000
274	Vacant	S. Side of Marsh and Sconset Roads	10,000
275	Vacant	S. Side of Marsh and Sconset Roads	10,000

M	Base	Base Rent	Corners	High- ways	Creek	Forest	Green	Total	Total Rent	Lot No.
91	1.592	31.84	2.00					2.00	33.84	241
91	1.592	31.84	2.00					2.00	33.84	242
90	1.575	31.50							31.50	243
90	1.575	32.32	2.00					2.00	34.32	243
90	1.575	31.50							31.50	245
90	1.575	31.50							31.50	246
88	1.54	37.81	2.00					2.00	39.81	247
88	1.54	29.72	2.00					2.00	31.72	248
88	1.54	33.42	2.00					2.00	35.42	249
86	1.507	23.51	2.00			3.90		5.90	29.41	250
86	1.507	30.14				5.00		5.00	35.14	251
86	1.507	30.14				5.00		5.00	35.14	252
86	1.507	22.60	2.00			3.75		5.75	28.35	253
86	1.507	30.14	2.00			5.00		7.00	37.14	254
88	1.507	30.14				5.00		5.00	35.14	255
86	1.507	39.63				6.57		6.57	46.20	256
86	1.507	21.19	2.00					2.00	23.19	257
89	1.557	31.14							31.14	258
90	1.575	31.50							31.50	259
91	1.592	31.84							31.84	260
92	1.61	32.20							32.20	261
94	1.645	32.90							32.90	262
96	1.68	33.60							33.60	263
97	1.697	33.94					5.00	5.00	38.94	264
98	1.715	34.30					5.00	5.00	39.30	266
98	1.715	34.30							34.30	267
70	1.265	25.30		8.00	10.00	5.00		23.00	48.30	270
70	1.265	10.12		3.20				3.20	13.32	271
65	1.138	22.78		8.00		5.00		13.00	35.78	272
69	1.138	10.50	4.00			2.50		6.50	17.88	273
60	1.05	10.50				2.50		2.50	13.00	274
						2.50		2.50	13.00	275
			\$106.00	\$467.34	\$10.00	\$93.07	\$281.96	\$958.40	\$4,641.34	

ARDENTOWN

DEED OF TRUST

THIS INDENTURE made the twenty-third day of December, A.D. 1922,
BETWEEN, WILLIAM F. KURTZ, Trustee, of the City of Wilmington, County of New Castle and State of Delaware, party of the first part; and GEORGE FRANK STEPHENS, WILLIAM WORTHINGTON, JR., and DONALD STEPHENS, of the Town of Arden, Brandywine Hundred, New Castle County and State of Delaware, parties of the second part.

WHEREAS, Haines D. Albright and wife, Edwin S. Ross and Katharine F. Ross, his wife, Donald Stephens and wife, George Frank Stephens and wife, Robert P. Woolery and wife, William Worthington, Jr., and wife, and Walter Sweeting and wife, by their Indenture bearing even date herewith but previously executed and delivered have conveyed unto William F. Kurtz, party of the first part hereto in fee simple, in trust, however, to convey forthwith unto the parties of the second part, or the survivor of them, and their successors in office, the hereinafter described premises, subject to the trusts, provisions and covenants hereinafter set forth; now

THIS INDENTURE WITNESSETH, that for and in consideration of the premises and in pursuance of the authority and directions expressed in the before-mentioned deed, as well as for and in consideration of the sum of One Dollar lawful money to the party of the first part in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said George Frank Stephens, William Worthington, Jr., and Donald Stephens, their heirs and assigns, as joint tenants and not as tenants in common,

ALL those five certain lots, pieces or parcels of land, situate in Brandywine Hundred, New Castle County and State of Delaware, most particularly bounded and described as follows, to wit:

(Here follows the description of the five lots.)

TOGETHER with all and singular the ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim and demand, whatsoever of him the said party of the first part, in law, equity, or otherwise, howsoever, of, in and to the same, and every part and parcel thereof, *reserving* unto the said Haines D. Albright, Edwin S. Ross, Katharine F. Ross, Donald Stephens, George Frank Stephens, Robert P. Woolery, William Worthington, Jr., and Walter E. Sweeting, or the survivors of them, all of the buildings and improvements on the five lots, pieces or parcels of land hereinbefore granted and conveyed, it being the purpose and intention of the party of the first part hereto to convey the title to the bare land with the native grown trees thereon, exclusive of any buildings, fences, walls, cultivated trees and plants placed thereon by the handiwork of man, the title to which buildings, fences, walls, cultivated trees and plants shall remain vested in the said Haines D. Albright, Edwin S. Ross, Katharine F. Ross, Donald Stephens, George Frank Stephens, Robert P. Woolery, William Worthington, Jr., and Walter E. Sweeting, and sold, disposed of, and removed as if they were personal property.

TO HAVE AND TO HOLD the said lots, pieces or parcels of land, hereditaments and premises hereby granted, or mentioned, or intended so to be, with the appur-

DEED OF TRUST

tenances, unto the said parties of the second part, their heirs and assigns, to and for the only proper use and behoof of the said parties of the second part, their heirs and assigns forever, as joint tenants and not as tenants in common.

IN TRUST, nevertheless, for the following uses and purposes, and for them only

To lease such portions of said land as may seem good to the said Trustees and their successors to such persons and for such terms as they, the said Trustees, shall determine, the lease in each case to reserve as rent the full rental value of the premises demised by the lease.

To pay all state and local taxes and licenses, except income taxes (if the Trustees so decide), out of and from the rents received, so far as these suffice.

To suffer all persons to whom land shall be leased as aforesaid to enjoy and use for common purposes such of the lands which are the subject of this deed as the Trustees shall not have demised to individuals or devoted to purposes other than common.

To apply all money received by the Trustees as rents, in excess of the amount needed for paying the taxes and licenses aforesaid, first, in payment for the land herein conveyed, and, thereafter, to such common uses as in the judgment of the Trustees are properly public in that they cannot be left to individuals without giving some an advantage over others.

To supply all vacancies which may occur in their number, which it is intended shall always be, and continue to be, three, subject to the approval of a majority of those voting at a meeting of leaseholders, of which due notice has been given.

To amend this deed of trust, by a vote of a majority of the Trustees agreeing with a majority of those voting at a meeting of leaseholders, of which due notice has been given.

To declare the dissolution of this trust if at any time, in the judgment of a majority of the Trustees agreeing with a majority of those voting at a meeting of leaseholders of which due notice has been given, the community shall not warrant its continuance, to sell the land aforesaid, free and clear of this trust, and after paying all debts to devote the purchase money to such purpose or purposes as shall be approved by said Trustees.

At any time during the continuance of this trust, within their sole discretion, to sell and convey the hereinbefore described tract or parcel of land designated as No. 5 in this deed, either at public or at private sale, and for such price or prices as to the Trustees shall seem sufficient, with power and authority on the part of said Trustees or a majority of them to execute, acknowledge and deliver a deed to the purchaser or purchasers thereof in fee simple, free and clear of this trust and without liability on the part of such purchaser or purchasers as to the application, non-application or misapplication of the purchase money. The proceeds of such sale, if made, shall be applied by the Trustees on account of the mortgage indebtedness on the property herein described and held in trust by them, and if said mortgage indebtedness has been paid in full, then to the other purposes of the trust as herein declared.

It is hereby expressly declared that upon all questions requiring the exercise of discretion on the part of the Trustees, the action of a majority shall be valid and binding upon all, after an opportunity has been given to all to express their opinions.

ARDENTOWN

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, dated the day and year aforesaid.

**Signed, sealed and delivered in the presence of
Barnet Gluckman**

William F. Kurtz { S. }
Trustee

State of Delaware ss.
County of New Castle

BE IT REMEMBERED that on this Twenty-third day of December in the year of our Lord one thousand nine hundred and twenty-two, personally came before me, Barnet Gluckman, a Notary Public for the State of Delaware, William F. Kurtz, Trustee, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his Deed.

GIVEN under my hand and seal of office, the day and year aforesaid.

Barnet Gluckman,
Notary Public.

LEASE

This agreement made this _____ day of _____ 19____, witnesses that _____ leases from the Trustees of Ardentown the lot of land in Ardentown, Brandywine Hundred, New Castle County, Delaware, situated _____, numbered _____ on town plan plot _____, containing about _____ square feet, for _____ years, at a yearly rental, payable in advance on the _____ day of March, of _____ dollars, to 25th March, 19____, and thereafter of such amount as shall be assessed against it by the Trustees, unless otherwise determined by arbitrators, one to be chosen by the Trustees, one by the lessee and a third by these two so chosen. And the said assessment shall equal as nearly as possible the full rental value of the land, excluding improvements, and the rental so collected shall be expended in the payment of taxes and licenses according to the deed of trust and amendments thereof so far as said rentals shall suffice, so that the leaseholders shall be exempt and free to that extent, and also in payment for the land of Ardentown, and thereafter for such communal purposes as are properly public in that they cannot be left to individuals without giving some an advantage over others.

And the said lessee may terminate this lease by giving two months' written notice to the Trustees on or before the 25th day of January in any year, whereupon this lease shall expire on the 25th day of March thereafter, and the said lessee may remove, sell or otherwise dispose of such improvements as have been made upon the land, provided it be left in as good condition as when the lease began. And the said Trustees or their agent may terminate this lease on sixty days' written notice if the lessee shall fail to pay the rent at the times agreed upon, or if or any one for whom responsible shall hunt or fish on any of the lands of Ardentown, or cut timber without written leave from the Trustees, or fence in woodland, or keep the land in such disorder, or use it in such manner, as shall be injurious to the rights of others in the opinion of a majority of those voting at a meeting of leaseholders.

And if no such notice be given by the lessee, the Trustees, or their agent, this lease shall continue from year to year upon the same terms as above, and all rights

LEASE

and liabilities herein given to or imposed upon either of the parties hereto shall extend to the heirs, executors, administrators, successors and assigns of the lessee and to the successors of the Trustees.

This lease shall be transferable only with the consent of the Trustees, and a transfer thereof or of any part of the land herein leased without the consent of the Trustees shall be void.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals.
Signed, sealed and delivered in the presence of

.....	{		{ S. }
.....			
.....			
.....			

RULES OF THE RAIFFEISEN GILD TWO A VILLAGE CREDIT UNION

NAME AND LOCATION

This village credit union shall be called the Raiffeisen Gild Two and shall be located at Arden, Delaware.

OBJECT

The object of the Gild shall be to lend money to its members by utilizing their credit through co-operation and the pledge of their unlimited liability in borrowing.

SECURITY

The security of the Gild shall be the *unlimited liability* of each of its members for all indebtedness incurred before or during his or her membership, which liability is to be assumed by his or her heirs, executors and administrators.

MEMBERSHIP

The membership shall consist of the original organizers and such leaseholders and residents of Arden, Ardentown and vicinity as shall be elected by a unanimous vote of the Council, or, upon appeal, by a majority vote of the Gild members.

A member may withdraw from the Gild at any time upon written notice to the Council acknowledging his liability and that of his heirs, executors and administrators for indebtedness of the Gild incurred prior to his withdrawal.

A member may be expelled from the Gild by majority vote of the members, without release from liability of any kind, for non-payment of principal or interest, or for conduct injurious to the credit of the Gild.

Or, if the Council notify a member that his or her name will be dropped from the membership roll unless he or she signifies a desire to continue as a member of the Gild, and if proof of the delivery of such a letter is shown, the Council may drop such a person from the membership roll at the expiration of thirty days, without release from liability of any kind.

ARDENTOWN

OFFICERS

The officers shall be a Council of five, three Inspectors and a Clerk, to be elected by the Gild, each officer to serve only until a successor is elected in his place.

The Council, all of whom shall be members of the Gild, shall elect one of their number as Gild Master, shall meet at least once a month and upon the call of the Gild Master, and shall borrow money upon their joint promissory note upon the credit of the Gild, shall have charge of such money and make loans of same for such time as they think good and to such members on written application, stating amount and duration of loan desired and some productive purpose or saving to the borrower which the Council approves, such loan to be secured by a note signed by two satisfactory sureties.

The Council shall accept repayment of a loan or of any portion of it at any time during its continuance at the option of the borrower.

The Council may recall a loan when any part of it is used otherwise than as arranged for or upon the expulsion of a member.

The Council shall make no loan except by unanimous vote and no loan to any officer except with the written consent of a majority of the members.

The Council shall collect from the borrowers their proportion of the expenses of management in excess of the income received by the Gild.

The Clerk, who need not be a member of the Gild, shall keep a roll of the members, a record of all meetings of Gild and Council, and a record of all moneys borrowed or lent and of all promissory notes.

The Inspectors, who need not be members of the Gild, shall appoint one of their number chairman and shall meet at least once every three months upon call of the chairman to examine the business done by the Council, its minutes, its accounts, its loans and its compliance with the rules of the Gild, and shall report to the members at the annual meeting, and at any other time upon the written request of one-third of the members.

MEETINGS

The Annual Meetings of the Gild shall be held during the first week in May and upon call of the Gild Master. Special meetings shall be called by the Gild Master upon written request of one-third of the members. One-third of the membership shall constitute a quorum.

LIABILITY

These rules and such alterations and additions thereto as shall be made by majority vote of the members present at a meeting of which one week's notice has been given, shall bind the Gild and its members individually and all persons claiming through them respectively, to the same extent as if each member had subscribed his or her name and affixed his or her seal thereto and as though the rules contained a covenant on the part of himself or herself and his or her heirs, executors and administrators.

RESERVE FUND

No part of the funds of the Gild shall be divided as profit, bonus, dividend or otherwise among the members. Any surplus accruing after payment of running expenses and salary of Clerk shall be carried as a reserve fund. If any loss be incurred by the Gild, the members may vote such amount as they think desirable

RULES OF THE RAIFFEISEN GILD TWO

from the Reserve Fund toward the payment thereof. In no case shall any part of the Reserve Fund be divided among the members, though it may be invested by the Council or loaned upon the same terms as other moneys of the Gild. In case of the dissolution of the Gild, by majority vote of the members or otherwise, the Reserve Fund shall be devoted to some useful purpose in the district in which the Gild belongs, by majority vote at the meeting at which the dissolution takes place, or after the dissolution by those who were members of the last Council.

**Application for Membership
Raiffeisen Gild Two**

Arden, Delaware,.....192

*I hereby apply for membership in the above named Gild. I agree to
make the payments required by its rules, and otherwise to be bound thereby.*

Signature of Applicant.....

Occupation.....

Signature of Witness.....

*Admitted a member of the Raiffeisen Gild Two of Arden this.....
day of.....192 .*

.....
Gildmaster

.....
Clerk

Application for Loan Raiffeisen Gild Two

Arden, Delaware,

192

As a Member of Raiffeisen Gild Two of Arden I hereby apply for
a loan of Dollars (\$)
subject to the rules of the Gild.

I would like to repay this loan in instalments of Dollars
every month and the balance at the end of months

The purpose for which I desire the loan is
I offer as sureties the two persons named below

Signature

Address

Occupation

SURETIES.

Signature

Signature

Address

Address

Occupation

Occupation

Received 192

Received 192

Clerk

ARDENTOWN,

COMPUTATION OF THE TRUE ECONOMIC RENT

Rent of Ardentown, $\$2,659 \div 84$ (population)		\$31.65
United States:		
Internal revenue	\$2,836,772M	
Customs	579,717M	
	<u>\$3,416,489M</u>	
$\$3,416,489M \div 118,857$ (population of U. S.)		\$28.74
Delaware:		
Income taxes	842M	
Other revenue from taxation	3,808M	
	<u>\$4,650M</u>	
$\$4,650M \div 240M$ (population)		\$19.37
New Castle County:		
Levy on Ardentown, $\$1,215.52 \div 84$		14.47
		<u>\$62.58</u>
		\$94.23
Less taxes:		
Real estate	\$ 296.56	
Poor and Road tax	803.61	
School tax	115.35	
	<u>\$1,215.52 $\div$ 84</u>	14.47
		<u>\$79.76</u>
$\$14.47$ is 23 per cent of \$62.58, which means that the Trustees assume 23 per cent of the total taxes.		
If higher prices equal four times the customs, then add		
$\$2,318,868M \div 118,857M$		19.51
		<u>\$99.27</u>
True economic rent		\$99.27
The true economic rent may also be computed as follows:		
Per capita federal taxes:		
Internal revenue	\$23.86	
Customs	4.88	
	<u>\$28.74</u>	
Per capita Delaware tax		19.37
Per capita County tax		14.47
Levy by Ardentown		31.65
		<u>\$94.23</u>
Less County tax		14.47
		<u>\$79.76</u>
Allowance for higher prices, as above		19.51
		<u>\$99.27</u>
True economic rent		\$99.27
The economic rent, estimated on the basis of a hectare, is \$86.11; on the basis of an acre, \$35.23.		

CANBERRA

On January 1, 1911, the Commonwealth of Australia acquired possession of about 900 square miles in the Yass-Canberra district of New South Wales, within which the capital city should be built and the Seat of Government established. About twelve square miles have been set apart for the city site, the location being in a large plain, watered by the Molonglo River and surrounded by distant rolling hills. Moderate elevations afford desirable sites for the principal public buildings. This location is reasonably central as regards the important centers of population of Australia. It is 80 miles from the sea at Jervis Bay, where the Commonwealth has been granted an area of 28 square miles of land and water for a proposed port.

In 1912 an international competition was held to secure the best plan for the model city. The first prize was awarded to W. B. Griffin of Chicago, U. S. A., a single taxer. The plan was approved by the Government, and work was begun. Mr. Griffin went to Australia and was associated with the constructional work until 1920. The war interfered with the development of the plan, and work was largely in abeyance until 1920, when an Advisory Committee was appointed and it was decided to defer the more expensive monumental works, and to construct most of the government buildings of a provisional character. Construction was resumed and has been continued according to the approved plan.

Over 250 miles of roads have been built, and sewage, drainage and water supply provided. Electricity is available for lighting and for power. Parks and residential areas have been laid out. There is a Government printing office, an automatic telephone exchange and a central post office. Apart from the workmen's settlements nearly 800 cottages, mostly of brick, have been built. About 3,000 workmen, housed in portable wooden cottages, are employed on construction.

No land in Canberra can be sold, but leases are granted. About 40,000 acres have been leased to returned soldiers for agricultural purposes for periods varying from five to twenty-five years. In 1924 the Government decided to lease land in the city area. The leases may not run beyond 99 years, and the rent shall be at the rate of five per cent per annum on the unimproved capital value of the land as determined by bids at public auction, or assessed by the Government; such rents to be subject to re-appraisement after twenty years, and thereafter every ten years. The lessee must begin the erection of a building within two years and complete it within three years, such

CANBERRA

building to accord with plans previously submitted for approval by the Federal Capital Commission. This Commission, consisting of three members, was appointed July 23, 1924, to take control of the territory for the Seat of Government, its powers being comprehensive. In 1926 these powers were increased to permit building of residences and the disposal of the same on extended payment basis, and to allow the advancement of funds to lessees.

The Seat of Government (Administration) Act, which became operative January 1, 1911, provided among other things that "certain State Acts shall no longer remain in force; e.g., those concerning rates, taxes, or duties; and that the freehold in any Crown lands in the Territory cannot be sold or disposed of except in performance of some contract entered into prior to January 1, 1911."

Three auction sales of leases have been held, on December 12, 1924, May 29, 1926, and April 9, 1927. At the first sale business sites brought from £6 to £58 per foot, and residential sites from 10s to £3, 4s per foot. At the subsequent sales higher prices were obtained. The houses are of the bungalow type with extensive gardens. In some suburbs each house is provided with a garage. Provision has been made for schools and churches. In the commercial center a large number of business premises, such as shops and banks, are in occupation. There are eight hotels. Zones have been established for residential and commercial purposes and for industrial plants.

The first meeting of the Federal Parliament was opened in the Parliament House on May 9, 1927, when the Duke of York made an address.

The existence of Canberra as an enclave (see definition on page 1) began in 1924, when the first leases were granted. The available financial accounts are incomplete, but show the last annual income to be about £250,000, the largest item being rent. The population December 31, 1925, was 5,509; in 1921 it was 2,572; in 1911, 1,614.

The report of the Auditor-General gives the receipts and expenditures of the Commission for the year 1925-26 as per cash book as follows:

<i>Revenue, etc.</i>	£	s	d
Balance from 1924-25.....	15	1	8
Receipts as per cash book.....	191,835	1	10
Advances from Treasury.....	1,540,000	0	00
	1,731,850	3	6
<i>Expenditures as per cash book.....</i>	1,719,112	9	5
	12,737	14	1

CANBERRA

The receipts are made up as follows:

	£	s	d
Rents.....	55,656	9	2
Agistment.....	4,772	16	9
Rates and water.....	564	11	11
Hotels.....	37,754	8	3
Hospital.....	956	0	11
Electricity.....	23,636	0	7
Transport.....	4,205	15	6
Fees—sundry.....	940	7	2
Sales—sundry.....	18,616	17	8
Miscellaneous.....	6,250	5	5
Repayments to expenditures.....	38,481	8	6
	191,835	1	10

From the *Boston Herald* of May 5, 1927

All the unalienated land in this federal territory was transferred by the state of New South Wales to the Commonwealth free from cost, while any private holdings were to be sold at the value they possessed at the date of the passing of the act. In this way the Commonwealth was able to secure the private land at a cost of \$3,750,000, not exceeding \$15 per acre. The act further provided that none of the land in the federal area was to be sold for 99 years.

There is one other point of interest. Canberra is to open as a dry city. There are to be no hotel licenses, but there are no restrictions on the use of liquor. In every Parliament house in Australia there is a "liquor bar," but the federal politicians, with more consistency than is usual, have prohibited a Parliament house bar. When the city is fairly going, a local option poll will be held to decide the future conditions; the "house" will follow the popular vote. Meanwhile the hotel keepers at Queanbeyan, the nearest town, have built a motor road to the federal territory, and have provided a fleet of motor cars to carry the good things which residents may consume but not purchase within the sacred territory of 900 square miles. Prohibition has little chance of becoming the policy of the country, but it will be interesting to see how long the present conditions will prevail.

From the *Commonweal* of November 5, 1927

Canberra is sometimes spoken of as a "Single Tax City." This is wrong in fact, and a mistake also in tactics when George men so speak of it. Canberra people pay rent for the land they occupy to the Federal Government through the medium of the Federal Capital Commission, instead of to private land owners. But they do not escape

CANBERRA

rates, taxes and Customs duties, and while living they will be afflicted with the multifarious stamp taxes which ingenious Treasurers know how to impose, and at death their property will be liable to probate duties. The Henry George plan, generally known as the "Single Tax," is to collect the rent of land in lieu of taxation. If, later, Canberra has economic troubles similar to those of other cities, critics will say the "Single Tax" has failed. Let us acknowledge that Canberra starts better than other cities, but insist that it falls a long way short of the Georgean ideal. It is not even a democratically governed territory, for the people have no representation in Parliament or in local government. A local rate of three pence in the £ of site-value is imposed for municipal purposes, but they have no control over the expenditure. Some day the people of Canberra will realize that they possess no franchise, either Federal, State or Municipal; then there will be a row.

Progress (Melbourne), September, 1927.

GILPIN'S POINT

The enclave of Gilpin's Point, embracing 108 acres, is located in American Corners, Caroline County, Maryland, on the navigable Choptank River, on which it has a long frontage and a good pier for steamboats. It is near Preston on the south and ten miles from Denton on the north, and about 80 miles from the enclave of Arden in Delaware. The date of its deed of trust is February 25, 1927, and of its first leases May 31, 1927. It is part of an ancient plantation, and there still hangs the chain which fastened the negroes to be whipped of a Sunday before their masters could go to church with a consciousness of duty fully performed. It has historical interest because of mention made of it during the War of the Revolution in the correspondence between George Washington and Colonel Richardson, the latter having command of the revolutionary forces on the peninsula and occupying this land.

There are four buildings in the enclave—a brick and stucco bungalow, a frame bungalow, a two-story frame dwelling and a one-story dwelling. Little work has been done as yet in a public way, other than surveying and plotting. The land has perfect drainage and is adapted to the most successful use of the septic tank. A driven pump-point will bring excellent water anywhere at trifling expense. Plans are making to dam a natural basin for a hydro plant to supply electric current at cost. The road plan includes avenues, roads and lanes with a width of 40, 25 and 10 feet respectively. A county road, over which daily mail is delivered, runs through the enclave. The fiscal year ends January 1st. Leases have already been granted to twelve persons, whose combined holdings amount to nearly six acres.

RENTAL ASSESSMENTS

<i>Lessees</i>	<i>Area Square Feet</i>	<i>Rent</i>
M. Annette Boland.....	10,000	\$ 14.00
M. Annette Boland.....	10,000	8.00
Pauline B. Compton.....	85,000	26.00
J. Carl De Jonge.....	10,000	12.00
Herbert W. Mason.....	10,000	12.00
Herbert W. Mason.....	10,000	6.00
Ingeborg Schauche.....	22,266	20.44
Herbert Shirey.....	35,000	26.00
Frank Stephens.....	10,000	12.00
Frank Stephens.....	10,000	6.00
Roland Thomas.....	10,000	12.00

GILPIN'S POINT

Roland Thomas.....	10,000	\$ 6.00
Hamilton D. Ware.....	22,266	20.44
Clifford P. Williams.....	10,000	6.00
James C. Williams.....	10,000	6.00
William Worthington, Jr.....	10,000	12.00
William Worthington, Jr.....	10,000	6.00
	244,532	\$210.88

DEED OF TRUST

THIS DEED, made this Twenty-fifth day of February, in the year of our Lord one thousand nine hundred and twenty-seven,

BETWEEN, WILLIAM WORTHINGTON, JR., and JEAN G. WORTHINGTON, his wife, of Arden, New Castle County and State of Delaware, parties of the first part; and GEORGE FRANK STEPHENS and WILLIAM WORTHINGTON, JR., of Arden, New Castle County and State of Delaware, and FRANK BOLAND of Gilpin's Point, Caroline County and State of Maryland, TRUSTEES, parties of the second part;

WITNESSETH, that in consideration of the sum of One Dollar lawful money of the United States of America, in hand paid to the parties of the first part, by the parties of the second part, the said parties of the first part do grant and convey unto the said parties of the second part, their heirs and assigns, as joint tenants and not as tenants in common,

ALL that tract or parcel of land, and rights, appurtenances, advantages thereto belonging (exclusive of the improvements thereon, which are hereby reserved to the grantors herein), situate, lying and being in the Eighth Election District of Caroline County, State of Maryland, on the road leading from Harmony to Gilpin's Point, adjoining lands formerly owned by Mary Ann Towers, Levi Roe and land of the heirs of John Griffin and others, commonly known as and called the Gilpin Point Farm, or by whatever name or names the same may be called or known, containing one hundred (100) acres of land, more or less.

Save and Except all that piece or parcel of land, known as the Fishery with the rights attached thereto including the right of way to and from the same; also a small piece or parcel of land attached to the Fishery, as per a survey or plot of the same made by Reuben Garey, ex-county surveyor, the above exception being the same as in deed to Frederick Boland and Pauline K. Boland in the chain of title to this land.

BEING the same land conveyed to William Worthington, Jr., by deed bearing date the 27th day of January, A.D. 1926, and recorded in Liber _____, Folio _____, one of the Land Record Books of Caroline County, Maryland.

This land is sold subject to the lien of an existing first mortgage for two thousand dollars (\$2,000) executed by Martha Annette Boland and husband to Harvey L. Cooper, and duly assigned by said Cooper to Ida J. McIlvaine.

TOGETHER with the rights, ways, waters, and other appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the property and premises hereby mentioned to be granted and conveyed with the rights and appurtenances aforesaid, unto the said George Frank Stephens, William Worthington, Jr., and Frank Boland, their heirs and assigns, as joint tenants and not as tenants in common,

DEED OF TRUST

IN TRUST, nevertheless, for the following uses and purposes and for them only:
To execute, acknowledge and deliver forthwith a mortgage for the premises hereinbefore described to Martha Annette Boland, for two thousand one hundred and seventy-six and 20/100 Dollars (\$2,176.20) at six per cent interest, due and payable at the option of the mortgagee, and, further, to execute and deliver such obligation for said mortgage debt as the obligee shall require or demand.

To lease such portions of said land as may seem good to the said Trustees and their successors to such persons and for such terms as they, the said Trustees, shall determine, the lease in each case to reserve as rent the full rental value of the premises demised by the lease.

To pay all State and local taxes and licenses, except income taxes (if the Trustees so decide), out of and from the rents received, so far as these suffice.

To suffer all persons to whom land shall be leased as aforesaid to enjoy and use for common purposes such of the lands which are the subject of this deed as the Trustees shall not have demised to individuals or devoted to purposes other than common.

To apply all money received by the Trustees as rents, in excess of the amount needed for paying the taxes and licenses aforesaid, first, in payment for the land herein conveyed, and thereafter, to such common uses as in the judgment of the Trustees are properly public in that they cannot be left to individuals or devoted to purposes other than common.

To supply all vacancies which may occur in their number, which it is intended shall always be, and continue to be, three, subject to the approval of a majority of those voting at a meeting of leaseholders, of which due notice has been given.

To amend this deed of trust by a vote of a majority of the Trustees agreeing with a majority of those voting at a meeting of leaseholders, of which due notice has been given.

To declare the dissolution of this trust if at any time, in the judgment of a majority of the Trustees agreeing with a majority of those voting at a meeting of leaseholders of which due notice has been given, the community shall not warrant its continuance, to sell the land aforesaid, free and clear of this trust, and after paying all debts to devote the purchase money to such purpose or purposes as shall be approved by said Trustees.

It is hereby expressly declared that upon all questions requiring the exercise of discretion on the part of the Trustees, the action of a majority shall be valid and binding upon all, after an opportunity has been given to all to express their opinions.

WITNESS the hands and seals of said grantors.

Signed, sealed and delivered in the presence of

Florence Garvin

William Worthington, Jr.
Jean G. Worthington

State of Delaware }
New Castle County } To wit:

I hereby certify that on this 25th day of February, in the year of our Lord one thousand nine hundred and twenty-seven, before me, the subscriber, a Notary Public for the State of Delaware, in and for the County aforesaid, personally appeared William Worthington, Jr., and Jean G. Worthington, his wife, and did each acknowledge the foregoing deed to be their respective act.

IN TESTIMONY WHEREOF, I have signed my name and affixed my Official seal this 25th day of February, A.D. 1927.

Florence Garvin, Notary Public.

GILPIN'S POINT

Roland Thomas.....	10,000	\$ 6.00
Hamilton D. Ware.....	22,266	20.44
Clifford P. Williams.....	10,000	6.00
James C. Williams.....	10,000	6.00
William Worthington, Jr.....	10,000	12.00
William Worthington, Jr.....	10,000	6.00
	244,532	\$210.88

DEED OF TRUST

THIS DEED, made this Twenty-fifth day of February, in the year of our Lord one thousand nine hundred and twenty-seven,

BETWEEN, WILLIAM WORTHINGTON, JR., and JEAN G. WORTHINGTON, his wife, of Arden, New Castle County and State of Delaware, parties of the first part; and GEORGE FRANK STEPHENS and WILLIAM WORTHINGTON, JR., of Arden, New Castle County and State of Delaware, and FRANK BOLAND of Gilpin's Point, Caroline County and State of Maryland, TRUSTEES, parties of the second part;

WITNESSETH, that in consideration of the sum of One Dollar lawful money of the United States of America, in hand paid to the parties of the first part, by the parties of the second part, the said parties of the first part do grant and convey unto the said parties of the second part, their heirs and assigns, as joint tenants and not as tenants in common,

ALL that tract or parcel of land, and rights, appurtenances, advantages thereto belonging (exclusive of the improvements thereon, which are hereby reserved to the grantors herein), situate, lying and being in the Eighth Election District of Caroline County, State of Maryland, on the road leading from Harmony to Gilpin's Point, adjoining lands formerly owned by Mary Ann Towers, Levi Roe and land of the heirs of John Griffin and others, commonly known as and called the Gilpin Point Farm, or by whatever name or names the same may be called or known, containing one hundred (100) acres of land, more or less.

Save and Except all that piece or parcel of land, known as the Fishery with the rights attached thereto including the right of way to and from the same; also a small piece or parcel of land attached to the Fishery, as per a survey or plot of the same made by Reuben Garey, ex-county surveyor, the above exception being the same as in deed to Frederick Boland and Pauline K. Boland in the chain of title to this land.

BEING the same land conveyed to William Worthington, Jr., by deed bearing date the 27th day of January, A.D. 1926, and recorded in Liber Folio , one of the Land Record Books of Caroline County, Maryland.

This land is sold subject to the lien of an existing first mortgage for two thousand dollars (\$2,000) executed by Martha Annette Boland and husband to Harvey L. Cooper, and duly assigned by said Cooper to Ida J. McIlvaine.

TOGETHER with the rights, ways, waters, and other appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the property and premises hereby mentioned to be granted and conveyed with the rights and appurtenances aforesaid, unto the said George Frank Stephens, William Worthington, Jr., and Frank Boland, their heirs and assigns, as joint tenants and not as tenants in common,

DEED OF TRUST

IN TRUST, nevertheless, for the following uses and purposes and for them only:

To execute, acknowledge and deliver forthwith a mortgage for the premises hereinbefore described to Martha Annette Boland, for two thousand one hundred and seventy-six and 20/100 Dollars (\$2,176.20) at six per cent interest, due and payable at the option of the mortgagee, and, further, to execute and deliver such obligation for said mortgage debt as the obligee shall require or demand.

To lease such portions of said land as may seem good to the said Trustees and their successors to such persons and for such terms as they, the said Trustees, shall determine, the lease in each case to reserve as rent the full rental value of the premises demised by the lease.

To pay all State and local taxes and licenses, except income taxes (if the Trustees so decide), out of and from the rents received, so far as these suffice.

To suffer all persons to whom land shall be leased as aforesaid to enjoy and use for common purposes such of the lands which are the subject of this deed as the Trustees shall not have demised to individuals or devoted to purposes other than common.

To apply all money received by the Trustees as rents, in excess of the amount needed for paying the taxes and licenses aforesaid, first, in payment for the land herein conveyed, and thereafter, to such common uses as in the judgment of the Trustees are properly public in that they cannot be left to individuals or devoted to purposes other than common.

To supply all vacancies which may occur in their number, which it is intended shall always be, and continue to be, three, subject to the approval of a majority of those voting at a meeting of leaseholders, of which due notice has been given.

To amend this deed of trust by a vote of a majority of the Trustees agreeing with a majority of those voting at a meeting of leaseholders, of which due notice has been given.

To declare the dissolution of this trust if at any time, in the judgment of a majority of the Trustees agreeing with a majority of those voting at a meeting of leaseholders of which due notice has been given, the community shall not warrant its continuance, to sell the land aforesaid, free and clear of this trust, and after paying all debts to devote the purchase money to such purpose or purposes as shall be approved by said Trustees.

It is hereby expressly declared that upon all questions requiring the exercise of discretion on the part of the Trustees, the action of a majority shall be valid and binding upon all, after an opportunity has been given to all to express their opinions.

WITNESS the hands and seals of said grantors.

Signed, sealed and delivered in the presence of

Florence Garvin

William Worthington, Jr.

Jean G. Worthington

State of Delaware }
New Castle County } To wit:

I hereby certify that on this 25th day of February, in the year of our Lord one thousand nine hundred and twenty-seven, before me, the subscriber, a Notary Public for the State of Delaware, in and for the County aforesaid, personally appeared William Worthington, Jr., and Jean G. Worthington, his wife, and did each acknowledge the foregoing deed to be their respective act.

IN TESTIMONY WHEREOF, I have signed my name and affixed my Official seal this 25th day of February, A.D. 1927.

Florence Garvin, Notary Public.

GILPIN'S POINT

LEASE

This Agreement made this Thirty-first day of May, 1927, witnesses that Frank Stephens leases from the Trustees of Gilpin's Point the lot of land in Gilpin's Point, Caroline County, Maryland, situated on Chaptank River numbered on Town plan plot No. 2 containing about 10,000 square feet, for ninety-nine years, at a yearly rental, payable in advance on the 1st day of January, of twelve dollars, to January, 1928, and thereafter of such amount as shall be assessed against it by the Trustees, unless otherwise determined by arbitrators, one to be chosen by the Trustees, one by the lessee and a third by these two so chosen. And the said assessment shall equal as nearly as possible the full rental value of the land, excluding improvements, and the rental so collected shall be expended in the payment of taxes and licenses according to the deed of trust and amendments thereof so far as said rentals shall suffice, so that the leaseholders shall be exempt and free to that extent, and also in payment for the land of Gilpin's Point, and thereafter for such communal purposes as are properly public in that they cannot be left to individuals without giving some an advantage over others.

And the said lessee may terminate this lease by giving two months' written notice to the Trustees on or before the 1st day of November in any year, whereupon this lease shall expire on the 31st day of December thereafter, and the said lessee may remove, sell or otherwise dispose of such improvements as have been made upon the land, provided it be left in as good condition as when the lease began. And the said Trustees or their Agent may terminate this lease on sixty days' written notice if the lessee shall fail to pay the rent at the times agreed upon, or if he or any one for whom he is responsible shall hunt on any of the lands of Gilpin's Point, or cut timber without written leave from the Trustees, or fence in woodland, or keep the land in such disorder, or use it in such manner as shall be injurious to the rights of others in the opinion of a majority of those voting at a meeting of leaseholders.

And if no such notice be given by the lessee, the Trustees, or their Agent, this lease shall continue from year to year upon the same terms as above, and all rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the heirs, executors, administrators, successors and assigns of the lessee and to the successors of the Trustees.

This lease shall be transferable only with the consent of the Trustees, and a transfer thereof or of any part of the land herein leased without the consent of the Trustees shall be void.

In witness whereof the said parties have hereunto set their hands and seals.

Signed, sealed and delivered in the presence of

M. Annette Boland

M. Annette Boland

Frank Stephens (S.)
{ George Frank Stephens (S.)
Frank Boland (S.)
{ W. Worthington, Jr. (S.)

TRAPELO

The enclave of Trapelo modestly began its existence in 1927, when one acre of land was conveyed to Francis G. Goodale and John R. Nichols, as Trustees, and was then leased to Darius B. Vittum and Ellen B. Vittum. This lot is located on Lexington Street in the town of Weston, Massachusetts, near the post office called Kendal Green and the station of the same name on the Fitchburg Division of the Boston and Maine railroad, thirteen miles from Boston and ten from Cambridge. It is in Middlesex County, which includes Shakerton, some 22 miles distant, and is about 20 miles from Tahanto in Worcester County.

There is provision for ample expansion of the enclave. The land which is available is well located, sloping down from near the top of Bare Hill in Waltham to Hobbs Brook, outlet of the Cambridge water basin, in Weston.

DECLARATION OF TRUST

WHEREAS certain real estate in the town of Weston, Massachusetts, has by deed of even date herewith been conveyed by M. Phillips Mason of Brunswick, Maine, and Fiske Warren of Harvard, Massachusetts, being trustees of the Georgian Trust under Declaration of Trust dated September 3, 1920, recorded with Worcester District Deeds, Book 2227, Page 73, to Francis Greenleaf Goodale of Weston, Massachusetts, and John Robert Nichols of Wellesley, Massachusetts, as joint tenants and not tenants in common;

WHEREAS said Francis Greenleaf Goodale and John Robert Nichols, hereinafter called the Trustees, have accepted said conveyance on the trusts hereinafter set forth:

NOW THEREFORE, we, the said Trustees, do hereby declare that we hold and stand seized of said real estate, and covenant with said Georgian Trust and all persons who may become interested hereunder that we will hold and stand seized thereof and of all other real estate or personal property that may hereafter be conveyed to us as such Trustees for the following purposes and upon the following trusts, to wit:

FIRST: *Name of Trust.* The Trustees under this instrument shall be known as the Trustees of Trapelo.

SECOND: *Use of Property, Leases.* The Trustees shall from time to time set apart for public use by the members of the community hereinafter referred to such portions of the trust property not at the time leased as the community shall by action duly taken in accordance with its organization from time to time determine, and from time to time withdraw from such public use any of such property in accordance with directions given in like manner by the community. In case a lease is held by several persons in their own right in common or jointly only such one of them as they select, and his or her wife or husband, if any, shall be entitled to vote by reason of such

TRAPELO

SECOND; (1)

leasehold. The Trustees shall from time to time grant leases for such terms not exceeding one hundred and one years and to such persons, including corporations, as they think fit. Such leases shall:

(1) *Rent, Arbitration as to Amount.* Provide for an annual rent equal to the full economic rent of the land leased, such rent to be determined from year to year by the Trustees until there is an organized community as hereinafter provided for, and, whenever there is such an organized community, by it, in such manner as its organization may provide; any leaseholder aggrieved by the action of the Trustees or of the community fixing the rent to be paid by him in any year, may require an arbitration to fix the amount of the rent; the Trustees may, if they deem the rent to be paid by any leaseholder in any year as fixed by the community too low, require an arbitration between themselves and such leaseholder to fix the amount of the rent, or if they deem the rent too high may require an arbitration between themselves and the community to fix the amount of the rent; every arbitration shall be in the manner provided in this deed of trust and the decision of the arbitrators fixing the rent shall be final; in the case of land of the character classified by the laws of Massachusetts at the time in force for purposes of taxation as forest lands the Trustees may fix the economic rent at such an amount as will not put the Lessee at a disadvantage as compared with similar land outside the enclave;

(2) *Natural Resources.* Provide for payment by the leaseholder to the Lessors for whatever part of any limited natural resource, including all minerals, coal, oil and natural gas, shall be detached from the remainder or removed from the premises or consumed thereon of an amount of money of a value equal to the value of such part of such resource in a state of nature, such payments to be made periodically at times fixed by the Lessors. The amount payable shall be fixed by the Trustees or by the community if and whenever there is an organized community in existence with the same rights to revision by arbitration as above provided in respect to rent;

(3) *Improvements.* Provide that all improvements upon the leased land, made or acquired by the Lessee shall be the property of the Lessee, and may be removed from the land by the Lessee or by any person purchasing or otherwise acquiring the same from the Lessee at any time before the termination of the lease, if the rent is not then in arrears, and if sold or otherwise transferred to a new tenant of the same land before the right of removal terminates, may be held by the latter with the same right of removal as if made by him; any improvements not removed before the right of removal terminates shall become the property of the Trustees, but may be released and removal thereof may be permitted by them on such terms as they think fit;

(4) *Taxes.* Provide that the Trustees will from the income (not including payments for natural resources) received from real estate from time to time to the extent of such income pay all taxes and assessments that may be lawfully assessed upon all the land from time to time held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance covering such land or any of it;

(5) *Proceedings for Abatement of Taxes.* Provide that the Trustees may in their discretion, in the name and behalf of any Lessee, apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to such Lessee which under the terms of the lease would be payable by the Trustees;

(6) *Taking for Public Use.* Provide that the land of any Lessee, or any part thereof, including any improvements thereon, may, at any time, by action of the

DECLARATION OF TRUST

community, when there is an organized community, in such manner as its form of organization may provide, be restricted in its private use, or taken for public use, by the community; all such restrictions shall be for the regulation of the purposes for which, or of the manner in which, property in a specified area shall be used; and such taking for public use shall include the right to relet or to sell or assign the property taken for private use subject to such restrictions; in case of any such restriction or taking, the community shall award damages, if the Lessee has suffered any damage thereby; but no such damages shall be awarded for alleged loss based upon the value of the leasehold interest in the land; in case the Lessee is dissatisfied with the sum awarded, the damages to be paid shall be determined by arbitration;

(7) *Restrictions on Use and Termination.* Provide that the Lessee shall be subject to such restrictions on the purposes for or the manner in which the land shall be used as the Trustees may therein provide and that the lease may be terminated for violation of any such restrictions or violation of such reasonable ordinances as the community may from time to time enact and declare to be a cause for termination, and as the Trustees approve;

(8) *Adherence to Community.* Provide that every natural person, by acceptance of a lease, becomes a member of the community, if or when not less than twenty-one (21) years of age; and, whenever there is an organized community, thereby accepts its constitution and ordinances; except anyone residing in Trapelo who is not a registered voter of the town of such residence; and remains a member as long as qualified under this declaration of trust.

(9) Provide that in case the land leased is outside the present boundaries of the town of Weston, the lease may in the discretion of the Trustees provide that the Trustees may at any time sell the reversion in the lease to the Trustees under any substantially similar declaration of trust covering any land in the town in which the leased land is situated, and that upon such sale or at any time thereafter the Lessee will upon request surrender his lease and simultaneously take from such purchasing Trustees a lease for the unexpired balance of the term in such form as is then in use by such purchasing Trustees.

The leases shall be substantially in the form hereto annexed except so far as the Trustees may from time to time, with the approval of said community, change the provisions thereof other than those enumerated above. The Trustees, with the approval of the community, may with the consent of the individual Lessee change such excepted provisions as to any particular lease.

THIRD: The Trustees shall have the following powers and obligations:

1. *Use of Income.* They shall apply the income, except payments for natural resources and except rents paid in advance until the same have accrued, received by them from all the land from time to time held by them in trust to the following purposes, in the following order, payments in each class to be made in full, or ratably if they cannot be made in full;

(A) *Taxes.* To pay all taxes and assessments that may be lawfully assessed upon all the land from time to time so held by them and upon all improvements thereon, whether assessed as real estate or personal property, and all interest upon any mortgage or other incumbrance upon the Lessors' interest in such land or any of it.

(B) To pay all the reasonable and proper expenses, other than those herein specifically enumerated, of administering their trust, but not including any compensation for their own services.

TRAPELO

THIRD; 1; (c)

(c) *Payment to Georgian Trust.* To pay annually to the Trustees under declaration of trust dated September 3, 1920, known as The Georgian Trust, their successors in trust or assigns a sum not less than one (1) dollar until the total sum of one hundred (100) dollars shall, together with interest on the unpaid balance each year at the rate of three per cent per annum, have been so paid, and shall pay in like manner to any other person from whom land may hereafter be acquired such sum by installments, including interest on the unpaid balance as agreed upon, as may at the time of such acquisition be fixed.

(d) To pay such sums as may from time to time by action of the Trustees be charged by agreement or otherwise on the annual rent.

(e) To pay any indebtedness incurred in connection with acquiring new land or for money borrowed for the purposes of the trust as the same may become due and not be paid from other sources or be provided for by extension, loan or otherwise.

(f) To reserve each year by action of a majority of the Trustees such sum, if any, not exceeding in any year ten (10) per cent of the gross income for such year as such majority may determine to be set apart, as a contingent fund, and used at such time thereafter as such majority think proper for any purpose authorized by the trust, including acquisition of additional land and property thereon.

(g) To pay all taxes and assessments levied under the laws of the Commonwealth of Massachusetts on tangible personal property, other than improvements, situated on the trust real estate and belonging to members of the community residing in the enclave and registered as voters of the town of such residence, or to persons being minors who if twenty-one (21) years of age and registered as voters of the town of such residence would be members of the community.

(h) To pay all poll taxes levied under the laws of Massachusetts upon members of the community residing in the enclave and registered as voters of the town of such residence, and all charges for registration of or licenses to operate automobiles (or motorcycles) located within the enclave, granted by the Commonwealth of Massachusetts to members of the community residing in the enclave and registered as voters of the town of such residence, or to persons being minors so residing who if twenty-one (21) years of age and registered as voters of the town of such residence would be members of the community.

(i) To distribute at such time in each year as they think fit, among the persons living at the beginning of such year (or their legal representatives) who in the preceding year

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age and registered as voters of the town of such residence;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town of such residence; and

(4) paid a tax assessed under the laws of Massachusetts upon personal property other than tangible personal property included in clause (g) above or income, such amount, if any, as said Trustees think fit not exceeding the whole and not less than one-tenth of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes on such personal property and income assessed in Massachusetts in such preceding year bears to the aggregate taxes assessed in such

DECLARATION OF TRUST

year on all real estate in Massachusetts including the buildings thereon. Such distribution shall be made as hereinafter provided.

(j) To distribute at such times in each year as they think fit, among the persons who living at the beginning of such year (or their legal representatives)

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age and registered as voters of the town of such residence;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town of such residence; and

(4) paid a tax under the laws of the United States upon income or profits (including surtaxes), such amount, if any, as said Trustees think fit, not exceeding the whole and not less than one-tenth of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes on income or profits assessed in Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts including the buildings thereon. Such distribution shall be made as hereinafter provided.

(k) To distribute at such times in each year as they think fit, among such executors or administrators of deceased persons who at death

(1) were members of the community, or being minors would have been members if twenty-one (21) years of age and registered voters of the town of such residence;

(2) resided in the enclave;

(3) were (if more than twenty-one (21) years of age) registered voters of the town of such residence; and

(4) paid any tax, or taxes, under the laws of Massachusetts in the nature of an inheritance, succession or legacy tax on the estate of such decedent, such amount, if any, as said Trustees think fit, not exceeding the whole and not less than one-tenth of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes in the nature of inheritance, succession or legacy taxes received by the Commonwealth of Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts, including the buildings thereon. Such distribution shall be made as hereinafter provided.

(l) To distribute at such times in each year as they think fit, among such executors or administrators of deceased persons who at death were, and for five (5) years next preceding had been Lessees or members of the community, as have in the preceding year paid any tax or taxes under the laws of the United States in the nature of an estate, inheritance or succession tax, such amount, if any, as said Trustees think fit, not exceeding the whole and not less than one-tenth of a sum which bears the same proportion to the taxes assessed in such preceding year on the real estate held by the Trustees, including the buildings thereon, that the aggregate taxes in the nature of estate, inheritance or succession taxes received by the United States from the estates of deceased persons in Massachusetts in such preceding year bears to the aggregate taxes assessed in such year on all real estate in Massachusetts, including the buildings thereon. Such distribution shall be made as hereinafter provided.

(M) Every distribution under the four preceding clauses shall be made only among such of the persons specified in the respective clauses as shall make written demand therefor between July 1 and December 31 of the year preceding the year in which such payment is to be made. Such distribution shall be made in equal shares per capita (the executors or administrators of a deceased person to count as one only), except that no person in any class shall receive a sum in excess of the taxes, or such fractional part thereof as the Trustees may fix, so paid by such person in such preceding year; any part of an equal per capita share so withheld shall be divided equally among the other shares subject to the same limitation. The provision of the four preceding clauses shall be applicable as to taxes levied by the Commonwealth of Massachusetts or the United States under laws now in force or any amendments thereof or substitutes therefor levying taxes of a similar nature. The decision of the Trustees as to whether any tax falls within the provision of any of said clauses shall be final.

(N) *Education.* To pay to any private school in the enclave of Trapelo or any other enclave hereafter recognized as an associated enclave by the Trustees of the said Georgian Trust, whether located on leased land or on land subject to reverter, in behalf of any child residing in the enclave of Trapelo, and upon written request of a parent or guardian, such sum or sums as the Trustees of Trapelo see fit, but not less than one-tenth and not more than the whole, of an amount equal to the average cost of education, as determined by the Trustees, of children of corresponding age in the public school of the town in which such child resides.

2. *Public Purposes.* After making the foregoing payments the Trustees shall pay over the surplus remaining to the community hereinafter referred to for application to public uses in the sense hereinafter defined, up to an amount equal in the aggregate to a percentage of the gross rent less taxes and fees for registration and licenses paid directly or refunded received by the Trustees during the first fiscal year in which year rent was collected equal to one per cent of such first year and one additional per cent for each year elapsed since the end of such first year, together with a percentage of the increase, if any, in the second year and over such first year, equal to one per cent for such second year and one additional per cent for each year elapsed since the end of such second year, together with a like percentage of the increase, if any, of net rent as above in each succeeding year over the preceding year, equal to one per cent for such succeeding year and one per cent additional for each year since elapsed. The computation for each fiscal year and the payment therefor shall be made in, and constitute a charge upon the revenue of, the following fiscal year. From the balance of such surplus there shall be paid so far as the surplus suffices such sums as will satisfy all obligations of the Trustees specifically charged upon such surplus. Of the remainder, if any, of such surplus one-half shall be paid to said Georgian Trust, if then in existence; and the other half, or all, if said Georgian Trust is not then in existence, shall, at the discretion of the Trustees, be used for the acquisition of additional real estate for the enclave of Trapelo; or to found, acquire real estate for, pay the debts incurred in the acquisition of real estate for, or lend money to, any new or existing single tax enclave, or shall be paid to the community for application to public uses in addition to the amount previously above provided, or shall be applied in such shares as they see fit to one or more of said purposes. Public uses for the purposes of this article shall be uses public in the sense that they cannot be left to individuals without giving one an advantage over others and including hiring any real estate for public use, and the acquisition of additional real estate together with whatever personal property may reasonably be purchased

DECLARATION OF TRUST

as a part of the transaction, to be held by the Trustees hereunder, the Trustees to sell within a reasonable period any improvements on land so acquired except so far as such improvements are retained for public use of the community. In case and whenever there is no organized community to which the income can be paid over as hereinabove provided, the Trustees shall themselves apply such surplus income to such public uses for the common benefit of their Lessees, or in their discretion may pay the same to the town of Weston or to such other town or towns, where they hold land, in the proportions they deem fit.

The Trustees shall pay over all sums received by them as payments for natural resources under the provisions of Article Second, clause (2) to said Georgian Trust, or, if and whenever said Georgian Trust is not in existence, shall hold all such sums as capital and as a part of the trust property with full power of investment and reinvestment, and shall apply the net income therefrom as a part of the income derived from the land held in trust to the purposes hereinbefore specified.

3. *Powers as to Acquiring Additional Land.* The Trustees shall have power to acquire additional real estate on such terms as in their discretion they think fit, including power to purchase wholly or in part on credit, to take the same subject to a mortgage, or themselves to borrow money on the credit of such real estate and to mortgage the same as security or subject to the provisions as to application of income above set forth to charge the rent received from such additional land, or from all or any part of the land held by them, including such additional land, with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price, or any indebtedness therefor or for money borrowed to acquire such land, but they shall have no authority to create any legal liability on the part of the community to pay for any such land or to create any legal obligation by which the rent of any land can be reached and applied, except by their voluntary act in charging the same as above provided, to satisfy any claim for unpaid purchase money. The Trustees, with the approval of the community, shall have power to suspend, for such time as they think fit and the community approves, the rent payable under any lease; the rent so suspended shall constitute a first lien on the improvements (including any growing timber) on such land, and shall be payable with interest at the expiration of the term of suspension or upon the earlier termination of the lease; such lien may be enforced by seizure of such improvements and sale thereof, or in any way authorized by law. The Trustees may pledge any suspended rent as security for money borrowed by them. The Trustees may with the approval of the community at any time sell any of the trust property not then under lease and convey the same to the purchaser free from any trust; the proceeds of any property so sold may be applied to any purpose to which surplus income is applicable, and no purchaser from the Trustees shall be responsible for the application of the purchase money.

4. The powers of the Trustees as to borrowing shall include the power:

(A) to borrow money from time to time to an amount equal, in the aggregate, with all loans at the time outstanding, to the value, as determined by the Trustees, of all the land owned by them, exclusive of improvements thereon, less a deduction of one (1) per cent of the value of each parcel for each year from the date of its acquisition to the date of such borrowing, to make every such loan on such terms as they think fit, and issue therefor such evidences of indebtedness as they elect, including, without restricting the generality of the foregoing words, bonds, notes and certificates of indebtedness; for the purpose of this provision the value of land shall be determined by multiplying the gross rent received during the preceding year by

one hundred and dividing it by six or other figure representing the then legal rate of interest in Massachusetts; such right to borrow money shall include a right to borrow on the terms of paying a fixed sum yearly or oftener for a term of years or for the life or lives of any person or persons, or other period, by way of interest and amortization;

(B) to grant rent-charges upon any part or parts of the trust estate or upon all of it, in such form and on such terms as they think fit; such rent-charges shall be included in computing the indebtedness for the purpose of limitation on borrowing power under the foregoing clause, each rent-charge being taken for the purpose at the present value, at the time of the computation, of an annuity of like amount payable for the unexpired term on a six per cent basis;

(C) to secure any loan by mortgage of all or any part or parts of the land owned by the Trustees in such form and on such terms as they think proper, including power to make an open mortgage which shall provide for securing other indebtedness that may be subsequently contracted or other evidences of indebtedness subsequently issued, and including power to provide or not, as they think fit, as to any or all land so mortgaged so far as may be consistent with any lease or leases of any particular parcels thereof then in force or thereafter to be given, that the mortgage shall or shall not, as the case may be, give any title to improvements then existing or that may thereafter be put upon such land or any parcel or parcels thereof;

(D) To extend any mortgage now or hereafter in force covering any of the trust property;

(E) in their discretion to insert in any lease hereafter given a provision, and to agree with any existing or future Lessee upon modifying such lease by including therein a provision, authorizing the Trustees to mortgage the land covered by such lease alone or with other land in the manner and upon the terms above specified;

(F) to relieve any person lending money to them from all obligation to see to the application of the money loaned or to determine any fact authorizing the action of the Trustees and by them alleged to exist.

5. The Trustees shall have power to sell, pledge, and transfer personal property held by them. The Trustees may make a sale or conveyance of leased land to the Trustees under any declaration of trust similar to this covering land in the same town in which such leased land lies,

6. No person paying money as rent or otherwise to the Trustees shall be bound to see to the application thereof and no person in good faith receiving money from the Trustees shall be bound to inquire whether the payment is made in accordance with the terms of this trust.

FOURTH: The community herein referred to shall consist of all the persons not less than twenty-one (21) years of age for the time being holding leases in their own right from the Trustees, the wife or husband of such a leaseholder and of such other persons not less than twenty-one (21) years of age residing on the trust estate, except anyone residing in Trapelo who is not a registered voter of the town of such residence, as may by any form of organization adopted by such leaseholders be associated with them; but heirs, executors, administrators, trustees or guardians, joint tenants or tenants by the entirety, being leaseholders shall as such count only as one in voting, as shall holders of leases in common, and no person shall have more than one vote except as he may hold proxies. The community shall exist as an organization whenever not less than twenty (20) leaseholders have so organized or with the written approval of the Trustees whenever not less than ten (10) leaseholders have so or-

FOURTH

DECLARATION OF TRUST

ganized, and shall continue so long as such organization is maintained and not less than twenty (20) leaseholders remain members, or with the written approval of the Trustees as long as not less than ten (10) leaseholders remain members. The words "members of the community" wherever used shall, unless plainly inconsistent with the context, mean the persons above described as forming the community irrespective of whether there is or can be an organized community as above defined or not.

FIFTH: Resignations, Vacancies, New Trustees. The Trustees may at any time in the manner hereinafter provided for filling a vacancy add one to their number and thereafter the number of Trustees shall be three. Any Trustee under this instrument may resign his trust by instrument in writing delivered to his co-trustees or co-trustee and recorded in Middlesex South District, Massachusetts, Registry of Deeds. Whenever a vacancy from any cause exists in the number of Trustees, the surviving or remaining Trustees or Trustee shall by instrument in writing recorded in said Registry of Deeds appoint a new Trustee or Trustees, who shall upon confirmation by said community by a vote of a majority of such members as are present and vote at a meeting called for the purpose in such manner as the form of communal organization may provide, or without confirmation if no organized community is in existence, forthwith and without the necessity of any conveyance become vested jointly with such surviving or remaining Trustees or Trustee with the same rights, powers, titles and estate as if originally appointed a Trustee hereunder. Pending the appointment of a new Trustee, the surviving or remaining Trustees or Trustee may exercise all the powers of the Trustees hereunder.

SIXTH: Action by Trustees, Delegation of Powers. Except as otherwise herein expressly provided, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his powers for such time as he thinks proper by instrument in writing, and the Board of Trustees may in like manner delegate to any one of their number such part of the powers of the Board for such time as they think proper; any such delegation by a Trustee or by the Board may at any time be revoked by him or by the Board. Any Trustee may so delegate his power to act in respect to any matter in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter. If such delegation shall concern the sale of land to the Trustees and the community shall then be in existence, the price agreed upon shall then be laid before a meeting of the community for its approval. If the community disapproves, the price shall be referred to arbitration between the community and the Trustee, the standard of value to be applied by the arbitrators being the fair market price at the time of the agreement. The Trustees may by instrument in writing authorize the Council of the community to act as their agents in any matter and may revoke such authority; so far as authorized by the community expenses incurred in so acting shall be paid from the funds of the community.

SEVENTH: Amendments and Termination. This declaration of trust may be amended or terminated at any time by instrument in writing executed by a majority of the Trustees for the time being and approved in writing by a majority of the members for the time being of the community of Trapelo, or approved at each of two meetings held within not more than two months of each other and not less than one month apart, called by notice in writing to all members, such call giving notice of the proposed amendment and such approval being in each case by affirmative vote of a majority of all the members of the community, or by affirmative vote of a majority, consisting of not less than ten individual members present in person or by proxy, of those so present at such meeting and voting, but no such amendment shall

impair any of the rights of a Lessee from the Trustees under this lease, or shall provide for any other distribution or disposition of the trust property free from the trust than is herein provided for.

EIGHTH: Duration of Trust. Unless sooner terminated as hereinbefore provided, this trust shall continue until the expiration of twenty-one (21) years after the death of whichever of the following named persons dies last, to wit: said Francis Greenleaf Goodale, said John Robert Nichols; Caroline Juell Goodale, Charles Folsom Goodale, Anne Penhallow Goodale and Walter Temple Goodale, being children of said Francis Greenleaf Goodale; and Helen Holt Nichols, Esther Ward Nichols, Henry Wilson Nichols, John Robert Nichols, Jr., and Burt Eliot Nichols, being children of said John Robert Nichols; and Rachel Warren Lothrop, Marjorie Warren Whitman and Hamilton Warren, being children of said Fiske Warren; and Samuel K. Lothrop, Jr., Joan Lothrop and John Warren Lothrop, being children of said Rachel Warren Lothrop; and William Whitman, 4th, Marjorie Loring Whitman and Hugh Whitman, being children of said Marjorie Warren Whitman.

NINTH: Final Disposition of Property. Upon the expiration or prior termination of this trust the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons or body corporate as a majority of the Trustees for the time being and a majority of the members of the community for the time being shall in writing determine, or upon failure to agree, or, if for any reason there is no longer any community, then the reversion in all leases then in force and all the land and improvements then held by the Trustees free of lease shall go to the town or towns in which situated and all other property to the town of Weston or to such town or towns in which land is then held as the Trustees may determine in such proportions if more than one as they may determine. Such conveyances shall be upon the terms that all leases at the time outstanding shall remain in force; the Lessees shall be bound to pay as rent such amount as may be agreed upon by them and the grantee of the reversion as the fair equivalent from time to time of the economic rent less any taxes and assessments required to be paid by the Lessee, which by the terms of the lease should be paid by the Lessor; in case the grantee and Lessee cannot agree upon such equivalent it shall be determined by arbitration. If at the time of conveyance the payments to be made to said Georgian Trust, or to any person or corporation, for land acquired or other debt incurred have not terminated, the grantee shall continue bound to make such payments to the same extent to which the Trustees would have been bound to make payments.

TENTH: Arbitration. Wherever a reference to arbitration is provided for in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of a majority of the referees shall be conclusive and final upon the parties.

ELEVENTH: Authentication of Facts. A certificate signed and sworn to by a majority of the Trustees for the time being and recorded in said Middlesex South District Registry of Deeds, stating that certain persons constituted all or a majority of the members of said community, or reciting the existence of any fact the existence of which is required to authorize any action taken by the Trustees, shall as to third persons acting in reliance thereon be conclusive evidence of such statement therein contained, or of the existence of such fact.

TWELFTH: Approval of Community. Wherever the approval of the community

TWELFTH

LEASE

is required for any act, except as otherwise herein provided, such approval may be given by a majority vote of members present and voting at a general or special meeting. If and whenever there is no organized community in existence, the Trustees may exercise alone any power which by this instrument may be exercised by them with the approval of the community, or a majority of its members.

THIRTEENTH: In every written lease, deed, mortgage or contract which these Trustees may make, reference shall be made to this instrument, and the person or corporation contracting with the Trustees shall look only to the funds and property of the trust for payment under such contract or for payment of any mortgage debt, judgment or decree or of any money that may otherwise become due or payable by reason of the failure on the part of the Trustees to perform such contract in whole or in part, and no Trustee present or future shall be personally liable therefor. The Trustees shall be responsible only for wilful breach of trust, and no Trustee shall be liable for allowing any other Trustee or Trustees to have possession of the trust books, or to make collections, or to have the sole custody of the trust moneys, and no Trustee shall be responsible except for his own acts. No bond or surety shall ever be required of any Trustee acting hereunder.

IN WITNESS WHEREOF, we, the said Francis Greenleaf Goodale and said John Robert Nichols, have hereunto set our hands and seals this 13th day of May, A.D. 1927.

Francis Greenleaf Goodale (S.)
John Robert Nichols (S.)

Commonwealth of Massachusetts.
Suffolk, ss.

May 17, 1927

Then personally appeared the above-named Francis G. Goodale in his said capacity, and acknowledged the foregoing instrument to be his free act and deed,

Before me,

(Signed) Robert S. Barlow,

Notary Public.

My commission expires Feb. 24, 1933.

LEASE

The Trustees of Trapelo, under declaration of trust dated May 13, 1927, and recorded with Middlesex County, Massachusetts, South District Deeds, Book 5103, Page 393, hereinafter called the Lessors, which expression shall include their successors in trust and assigns, wherever the context permits, hereby demise and lease unto of , hereinafter called the Lessee, which word and any pronoun referring thereto shall in this instrument be read as singular or plural according as at the time there is one Lessee or more, and shall wherever the context permits include the heirs, executors, administrators and assigns of the Lessee or Lessees, the following described parcel of land in Trapelo in the town of Weston in said Middlesex County, *to wit:*

To HAVE AND TO HOLD to the said and his heirs, executors, administrators and assigns, for the term of years, beginning A.D. 19 , upon the following terms and conditions:

The Lessee by accepting this lease becomes and remains a member of the Community of Trapelo if and as long as qualified under said declaration of trust, including any amendments duly made thereto, and, if and whenever there is an organized

TRAPELO

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Community in existence, thereby accepts and covenants to be bound by its constitution and ordinances; the Lessee by accepting this lease also accepts and covenants to be bound by all the provisions of said declaration of trust including any amendments duly made thereto, and covenants with the Lessors:

1. To pay annually in advance to the Lessors, on the first day of April of each year, beginning April first next, as annual rent a sum equal to the full economic rent for one year of said parcel of land, exclusive of improvements thereon, as such rent may from year to year be fixed by the Lessors or by the Community of Trapelo, subject to revision by arbitration as provided in said declaration of trust.

2. To observe and comply with and not permit any person to occupy or be upon the demised premises who fails or refuses to observe and comply with all reasonable ordinances and regulations that may from time to time be enacted by the Community of Trapelo, in accordance with its constitution.

3. To pay to the Lessors for whatever part of any limited natural resource, including all minerals, coal, oil, and natural gas, shall be detached from the remainder or removed from the premises or consumed thereon, an amount of money of a value equal to the value of such part of such resource in a state of nature; such payments to be made periodically at times fixed by the Lessors. The amount payable shall be fixed by the Lessors or by the Community, if and whenever there is an organized Community in existence, subject to revision by arbitration as provided in said declaration of trust in respect to rent.

4. To permit the Lessors in their discretion, in the name and behalf of the Lessee' to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the Lessee which under the terms of the lease would be payable by the Lessors.

5. To permit all or any part of the leased premises including improvements thereon, to be restricted in its private use, or taken for public use, by the Community, in such manner as its form of organization may provide, under the conditions stated in said declaration of trust, or by the Lessors if and whenever there is no organized Community in existence.

6. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than four (4) inches in diameter at a point eighteen (18) inches above the ground, without the written consent of the Lessors, except that trees which were not growing on the demised premises January 1, 1921, may be cut and removed by the Lessee.

7. To allow the said Lessors a right of way ten (10) feet wide across the said premises, said right of way to be used solely for the purpose of laying water pipes, gas pipes, telegraph and telephone wires, electric light connections and other communications, or any of them, below the surface of the ground.

The Lessors covenant with the Lessee:

To apply all income (not including payments for natural resources) received from all real estate from time to time held by them under said declaration of trust to the following purposes in the order specified:

A. To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments that may be lawfully assessed upon all the land from time to time held by them and upon all improvements thereon, whether assessed as real estate or personal property, and of all interest upon any mortgage or other incumbrance covering such land or any of it.

LEASE

B. To such purposes and in such manner as the declaration of trust or any amendment thereof may from time to time provide.

It is agreed by the parties hereto:

A. All improvements upon the demised premises made or acquired by the Lessee shall be and remain the property of the Lessee, and may at any time before the termination of the lease, if the rent is not then in arrears, be removed from the land by the Lessee or by any person acquiring the same from the Lessee, and if sold or otherwise transferred to a new tenant of the same land before the right of removal terminates may be held by the latter with the same right of removal as if made by him; any purchaser may in like manner and under the same conditions sell such improvements. The Lessee or the purchaser of any improvements shall upon removing them be bound to leave the land in as good condition as when the improvements were first erected, and the Lessors may require reasonable security therefor as a condition of permitting such removal. Any improvements not removed before the right of removal terminates shall become the property of the Lessors, who may, however, release the same and permit the removal thereof on such terms as they think fit.

B. This lease shall be subject to such restrictions on the purposes for or the manner in which the land shall be used as the Lessors may therein provide, and may be terminated for violation of any such restrictions, or violation of such reasonable ordinances as the Community may from time to time enact and declare to be a cause for termination, and as the Lessors approve.

C. This lease may be terminated at any time by the Lessors for breach of any covenant by the Lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the Lessee's covenant numbered 2 unless the ordinance or regulation violated is approved by the Lessors and declares that its violation shall be a cause for termination.

D. The Lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or posted, with postage prepaid, to the Lessors, but such termination shall not release the Lessee from obligation to pay the full year's rent if the termination takes place in the course of a year.

IN WITNESS WHEREOF, the Lessors, as Trustees as aforesaid and not individually, and the above-named Lessee hereunto set their hands and common seal, which each of them hereby adopts, this day of , A.D. 19 .

Commonwealth of Massachusetts.

ss.

Then personally appeared the above-named
acknowledged the foregoing instrument to be his free act and deed.

Before me,

Middlesex Registry of Deeds

So. Dist.

May 31, 1927

Book 5103; Page 393

19

and

TRAPELO

PROPOSED CONSTITUTION

Preamble.

We, residents or leaseholders of Trapelo, in order to establish a social system of progress, industry and mutual helpfulness, hereby organize a body politic under the following Constitution:

ARTICLE I.

This community shall be known as Trapelo, and its communal affairs, except as already provided for in the Declaration of Trust, shall be administered by the people of Trapelo in public meeting assembled, and by such officers as they shall elect.

This community shall consist of all the persons not less than twenty-one years of age, holding leases for the time being in their own right from the Trustees, the wife or husband of such leaseholder, and of such other persons not less than twenty-one years of age residing on the trust estate, except any person residing in Trapelo who is not a registered voter of the town of such residence; but heirs, executors, administrators, trustees, or guardians being leaseholders shall as such count only as one in voting, as shall holders of leases in common, and no person shall have more than one vote except as he may hold proxies, of which he shall hold no more than nine.

Whenever the approbation of the community is to be given for a new lessee, except as the Declaration of Trust may otherwise provide, an affirmative vote of twenty per cent of the total number of members shall be required, and the negative votes of ten per cent of those voting shall exclude, if more than twenty votes are cast, and two negative votes shall exclude, if twenty votes or less are cast.

ARTICLE II. *Enclavial Meetings.*

There shall be a regular meeting at least five times a year, according to a schedule approved by the community. The community or council may change the date, place or hour of meeting, provided, however, that in that event seven days' notice of such change shall be given to all members of the community.

A special meeting may be called by the council of its own motion or shall be called upon a request in writing signed by five per cent or more of the members of the community. The clerk shall notify all members of such special meeting, stating the time, place and object assigned.

It shall be the duty of each member of the community to inform the clerk of his or her address and of any change in that address, and the clerk shall keep a record of such addresses. A notice either delivered in person or mailed to the address so recorded with the clerk of the community, seven days in advance of the meeting to which such notice refers, shall be adequate for all purposes hereunder. A member shall be deemed to have waived all notices required hereunder unless and until his or her address is so recorded with the clerk.

ARTICLE III. *Council.*

A Council, consisting of three Representatives, shall be elected by the enclavial meeting, under the Hare system of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual Representatives separately. Such election shall be held whenever the enclavial meeting by a majority of those voting determines to hold an election.

The Council shall elect its own Chairman, and shall appoint a Treasurer, subject to confirmation by the enclavial meeting, a Clerk, and also such other officers as the

ARTICLE III

CONSTITUTION

enclavial meeting may authorize, all of whom shall serve until their successors are appointed. These officers shall not be remunerated except by the specific authority of the enclavial meeting.

The Council shall administer the affairs of the community, subject to the authority of the enclavial meeting, and the provisions of the Declaration of Trust. It shall make a yearly assessment of rents for the use of land, subject to appeal to the enclavial meeting. A statement of the aforesaid assessment shall be by them submitted to the Board of Trustees with a recommendation that corresponding rents be collected.

The Council shall appoint such standing committees and employ such persons as they deem advisable, and undertake such public works, and expend such public funds as the enclavial meeting may authorize.

ARTICLE IV. *Enclavial Clerk.*

The clerk shall keep a register of the names and addresses of all members, and shall perform such clerical duties as may be assigned to him by the community or council. He shall also serve as clerk of the enclavial meeting, and shall keep minutes of such meetings and submit them for correction or approval at the next meeting.

ARTICLE V. *Treasurer.*

The Treasurer shall have charge of all communal funds, not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested. He shall pay out communal funds only upon approval by two of the Representatives.

He shall give such bond as may be required by the Council.

The accounts both of the Trustees and of the Treasurer shall be audited at least once a year by a committee of three appointed by an enclavial meeting or by its Chairman authorized thereto by vote.

ARTICLE VI.

This Constitution may be amended, altered or abrogated by a majority vote of those present and voting at any regular enclavial meeting, or at any special meeting, provided that written notice of such special meeting shall have been sent to every member at least a week before.

LIÉFRA

This twelfth and latest enclave of economic rent came into being at the end of 1927. Previously it had been an enclave espousing the principles but not following the method of enclaves of economic rent. It covers about 130 hectares, or 321 acres, and consists of two fairly equal parts, one at Fays-Bas, the other at Les Fosses. The nearest station is Cunfin, 230 kilometers from the Gare de l'Est, Paris, France, and five kilometers from Les Fosses in the department of Aube. The following is a translation of a description of Liéfra, written in French towards the end of 1926 by Paul Passy, ex-professor of the Sorbonne, before it became an enclave and adopted a constitution like that of other enclaves.

THE COLONY OF LIÉFRA

BY PROFESSOR PAUL PASSY

Liéfra is an attempt to realize in practice a social condition founded on justice. The desire has been to produce in the world of fact an example of the beautiful republican motto: *Liberty, Equality, Fraternity*: from this Liéfra takes its name (*Liberty, Equality, Fraternity*).

The essential principle is that of the collective ownership of the site, founded on the recognition of the earth as the origin and basis of all wealth and thus access to it must be on terms of perfect equality. But this principle does not imply that the people have collectively the right to enjoy and exploit. The site is divided into lots of equal value and devoted to the use of every member of the Society. Thus is safeguarded the instinct for personal property, so strong in the rural regions.

It is clear that the guiding principles of Liéfra are close to those professed by the disciples of Henry George; however, it is not from them that they are directly derived. They were inspired by a study of the Mosaic law, and by what is being done in the Flemish village of Fort Mardyck and some Swiss Communes. It is what I call free collectivism.

Liéfra was founded by me in 1908. At that time I bought the farm of Fays-Bas (Commune of St. Usage, in Champagne), to which have been added some other lands. The first families were installed at once.

The guiding principle, as I have said, is collective ownership but individual use. Of the site the Society is the sole owner; but each

LIÉFRA

member receives a free lease of a lot and the lots are of equal value. The leases are perpetual unless some member becomes excluded. The members of a family unite their lots in a single holding, which thus increases with each birth and diminishes with each death or departure. Over each lot each member is absolute master; and thus the socialistic character of the enterprise does not interfere with the individual initiation and liberty of action of each.

Beside the land, the society owns buildings which are made available to the colonists. They are let, not gratuitously, but at a nominal rent, which is lower in proportion as the family is more numerous. The society is governed by a general assembly, which meets once a year and by a council, which meets whenever there is occasion. Liéfra has a somewhat disturbed history. Great difficulties were encountered at first, because of a bad recruiting of members. Thereupon, when matters seemed to be going well, came the war, which almost ruined everything; and the institution survived only because another institution became grafted upon it: the Nest (Nid), an asylum founded for children who were victims of the war. This has now become a regular orphanage. More recently, another institution, which has been in operation since last year, has become a part, namely, a high school on the Danish model, but international like that at Helsingfors. At the present time there are in Liéfra six families, counting the Nest as one. More families there would need new buildings.

All the colonists are occupied with agriculture and stock raising. There is hitherto no other employment, although such is desirable. Apart from the assemblies of the members and of some cooperative services, the colonists are wholly independent of each other; but they are drawn together by their relations as good neighbors, by the festivals and by religious meetings, the colonists being all of the evangelical religion. Liéfra is, in short, an embryo of a cooperative republic in the heart of a capitalistic society. This situation is so difficult that it is a wonder the institution can maintain itself and prosper. No more than this must be expected of it for the present. For the experiment to become a demonstration, the number of families would need to be doubled, at the least. This would mean the purchase of lands, the erection of buildings and various works of installation. We would need capital for this that we do not now have. A hint to such as could and would help us!

Nevertheless, one can say that the experiment at Liéfra is interesting, for it has proved that, even at the heart of surrounding capitalism, a

LIEFRA

socialistic group can live and even develop itself. Two conditions, however, appear essential:

First—The combination of the principle of collective ownership with individual use.

Second—A religious faith common to all the pioneers of the enterprise.

ORGANIZATION OF LIEFRA

Preamble

Les soussignés:

Convaincus que le régime de la propriété capitaliste, en favorisant la concurrence illimitée et en facilitant l'exploitation des faibles par les forts, tend à concentrer la richesse entre les mains d'un petit nombre en mettant les autres dans la misère, et à faire naître entre les hommes des sentiments d'animosité et de haine;

Convaincus que les chrétiens peuvent trouver dans les enseignements de l'Ecriture et les directions du Saint-Esprit les principes d'un ordre social différent, fondé sur la justice et la fraternité;

Ont décidé de faire sur une petite échelle l'essai d'un tel ordre social, autant que le permet l'ambiance capitaliste;

Et se sont, à cet effet, groupés en une société à laquelle ils donnent le nom de *Société Liéfra* (Liberté, Egalité, Fraternité).

Statuts Légaux

Article premier.—Il est formé entre les souscripteurs des actions ci-après et tous ceux qui seront ultérieurement admis, une société coopérative de production agricole, à tendance philanthropique, anonyme, à capital et personnel variables, qui sera régie par les dispositions des lois du 24 juillet 1867 et du 1er août 1893.

La société prend le nom de "Liéfra."

Article 2.—Elle a pour objet principal d'exploiter et mettre en valeur la ferme de Fays-Bas, située commune de Saint-Usage, arrondissement de Bar-sur-Seine (Aube), et les terres qui pourront y être annexées par la suite, pour le plus grand bien des sociétaires.

Article 3.—La durée de la société est fixée à 99 années.

Article 5.—Paul Passy apporte à la société:

La jouissance pendant la durée de la société au sens le plus large du mot:

Premièrement: de la ferme de Fays-Bas, communes de Saint-Usage et Fontette, comprenant: bâtiments d'habitation et d'exploitation, terres, bois et landes, le tout d'une contenance de 76 hectares environ.

Cette jouissance doit être entendue dans le sens juridique le plus large, se rapprochant de celle que la loi du 25 juin 1902 fait naître du contrat d'emfiteuse.

Deuxièmement: 1. Des meubles meublants, objets mobiliers et attirail de culture garnissant la ferme;

2. Des approvisionnements se trouvant dans la ferme ou sur les terres de la ferme et les fumiers;

3. Des récoltes en terre;

4. Des animaux attachés à la culture.

En représentation de cet apport, il est attribué à P. Passy une action de la société entièrement libérée et une part de bénéfices qui sera fixée article 31.

LE BAIL

Article 6.—Le fonds social est variable.

Le capital initial est fixé à 600 francs, divisé en 12 actions de 50 francs chacune.

Article 10.—La propriété d'une action comporte de plein droit adhésion aux statuts de la société, au règlement intérieur, ainsi qu'aux décisions de l'Assemblée générale.

Article 11.—En dehors des associés ordinaires, la société pourra admettre, après sa constitution, des aspirants actionnaires, mineurs, qui seront des travailleurs de l'un ou l'autre sexe, employés aux travaux de la société.

Ils deviendront actionnaires à leur majorité après versement du dixième de leur action.

Article 16.—La société est administrée par un Conseil composé de trois membres au moins et neuf au plus, només par l'Assemblée générale et choisis parmi les associés.

Le Conseil se renouvelle par tiers tous les 2 ans; les membres sortants sont toujours rééligibles.

Article 18.—Chaque année, le Conseil nome parmi ses membres un président et un secrétaire.

Il peut déléguer tout ou partie de ses pouvoirs à un ou plusieurs de ses membres ou même à une personne étrangère à la société.

Article 20.—Le Conseil d'administration est investi des pouvoirs les plus étendus pour la gestion et l'administration de la société.

Il examine les demandes d'admission des nouveaux adhérents, les admet ou les rejette, sous réserve du recours à l'Assemblée générale pour ce dernier cas.

Il représente la société vis-à-vis des tiers.

Il exploite la ferme de Fays-Bas et les terres qui y seront annexées, soit par suite d'acquisitions, soit par suite de locations.

Article 29.—L'Assemblée générale peut apporter toutes modifications ou additions aux statuts et notamment proroger ou dissoudre la société, augmenter ou réduire le capital social, décider l'exclusion d'un ou plusieurs sociétaires, réunir ou fusionner la société avec d'autres.

Toutefois, les articles treize, vint-huit, trente-et-un et trente-trois ne pourront être modifiés qu'avec l'assentiment de Paul Passy, comme condition de son apport.

Article 31.—Après l'acquiescement des charges de toute nature, il est opéré sur les bénéfices:

1. Un prélèvement de 5% pour former le fonds de réserve légale, lequel devient facultatif dès que ce fonds de réserve a atteint le 1/10 du capital social;

2. L'excédent des bénéfices sera réparti comme suit;

5% à Paul Passy à raison de son apport en jouissance;

10% aux actionnaires;

Et les 85% de surplus forment une réserve spéciale destinée à assurer le développement de l'oeuvre et à parer aux éventualités suivant un système établi dans le règlement intérieur.

Article 33.—A la dissolution de la société, de quelque manière qu'elle ait lieu, le droit de jouissance apporté à la société par Paul Passy cessera de plein droit avec toutes ses conséquences, même pour les parcelles qui pourraient être exploitées individuellement par les sociétaires, et ce, à compter du jour de la dissolution.

LE BAIL

Entre les soussignés:

D'une part, la Société coopérative Liéfra, dont le siège social est au Fays-Bas, comme de St. Usage, Aube, représentée par son trésorier Henri Weber;

D'autre part, Paul Passy, professeur, domicilié au Fays-Bas sousnomme;

LIEFRA

Il a été convenu ce qui suit:

La Liefra donne à bail emphytéotique aux conditions suivantes, pour quatre-vingt-dix-neuf années consécutives qui commenceront à courir le 1 janvier 1928, à Paul Passy qui accepte,

les terres entourant la ferme du Fays-Bas à l'Ouest, au Nord et au Sud, limitées à l'Est par le chemin qui traverse la ferme, au Nord par le Chemin des Fosses à Bar s. Aube, au Sud et à l'Ouest par des bois appartenant à divers (lieux dits les Gruez, les Bruyères, la Comelle-Picard); le tout d'une contenance de vingt-cinq hectares environ;

dans l'état au le tout se trouve actuellement, sans aucune exception comme aussi sans garantie de la contenance exprimée.

Ce bail a lien aux charges et conditions suivantes:

1. Le preneur ne pourra sous aucun prétexte exiger aucun travail de la Société;
2. Il profitera des servitudes actives et supportera celles passives s'il y en a;
3. Il fera édifier à ses frais, si bon lui semble, sur le terrain loué, telles constructions qu'il jugera utiles pour son habitation et son exploitation;
4. Il aura la faculté de sous-louer en tout ou en partie, mais en restant garant solidaire de la redevance ci-après stipulée et de l'exécution des conditions du bail.
5. La Liefra est seule chargée de la contribution foncière.

Redevance

En outre le présent bail est consenti et accepté moyennant une redevance annuelle de 250 francs que Paul Passy s'oblige à servir à la Société en deux termes égaux, les 1 avril et 1 octobre de chaque année.

A défaut de paiement de deux termes consécutifs, et trois mois après une simple mise en demeure restée sans effet, le présent bail serait résilié de plein droit si bon semble à la Société, sans qu'il besoin de remplir d'autres formalités.

Par contre le preneur pourra toujours faire cesser la présente location sans motiver sa décision; mais il sera tenu d'en aviser la Société six mois à l'avance.

Enfin le présent bail pourra encore être résilié de plein droit si bon semble à la Société, en cas de conduite criminelle notoire de la part du preneur.

Conditions Particulières

Le taux de la redevance ci-dessus fixé pourra être révisé chaque année, c'est à dire augmenté ou diminué, pour le cas où la valeur locative de la terre nue viendrait à changer. A cet effet, chaque année, dans le courant du mois de septembre, il sera procédé entre les parties à l'appréciation de cette valeur locative et à la fixation conséquente de la redevance. En cas de désaccord cette révision sera faite par experts choisis par les intéressés.

Il est bien entendu que les constructions et améliorations de toute nature, comme tout ce qui pourrait provenir du travail du preneur, tel que plantations, drainages, amendements, arbres, etc., resteront sa propriété exclusive.

LIÉFRA

LE FOYER DE LIÉFRA

The Association of this name has just been founded as auxiliary to the People's University of Liéfra. This University is an attempt to adapt to France the *hoeiskoler*, or peasant high schools which have exercised so profound an influence on the development of rural democracy in Denmark and especially of the international *hoeiskole* founded by Pierre Manniche at Elsinore. For fuller information on this subject we refer to three articles published by Paul Passy in the *Christianisme Social* of January 1926, March 1926, February-March 1927 (*The High School of Elsinore—The High School of Liéfra—Peasant Universities*), and to an English book published by three directors of the *hoeiskoler*: *The Folk-High Schools of Denmark*, by H. Begtrup, H. Lund and P. Manniche (Oxford University Press).

For the present purpose let us say that what is planned is:

FIRST: To put within the grasp of young, studious peasants, the knowledge which they were not able to acquire in their previous schooling and thus to perfect their education—carefully avoiding everything which would incline them to desert the countryside and seeking out rather everything that can attach them to their native soil.

SECOND: To aid young foreigners to learn well the French language, as also the history, geography, literature, institutions and customs of our country.

THIRD: To create in this manner good international relations, which will serve to improve the understanding between the peoples and help establish the peace of the world.

The University of Liéfra began its functions, in a manner altogether rudimentary, in 1926. The trial having been considered satisfactory, the school opened again in 1927 and this time the success was marked. An excellent new season is to be expected in 1928. But this prospect itself creates difficulties. The provision for board and lodging is absolutely insufficient. It has only been by veritable tricks of management that the students were lodged in 1927, and it would be physically impossible to include a greater number; this, however, is a necessity. Building must thus be undertaken and the funds are lacking.

The only way out is to appeal to the generosity of friends. This has been already done, with appreciable, but insufficient, results. That they might be what they should be, it has been thought best to unite these sympathetic friends in an Association, in whose hands would be

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placed the quarters serving the People's University with the responsibility of completing them. Thus these friends would be not only the givers: they would have a share of the property and the responsibility,—a right to control the progress of the work. Moreover, they would not be obliged to limit the use of the quarters for the People's University; they could also let or lend them for other purposes, such as congresses, conferences, encampments of unions, etc.

As for the People's University itself, we give here the text of an appeal, which was prepared, altogether spontaneously, by some of those who had a part in it last year.

The international university of Liéfra has just finished its course for 1927. This second season leaves a profound impression on the hearts and minds of the students.

It is impossible to live in cordial intimacy with the professor and apostle, Paul Passy, without being irresistibly attracted by the social work which he pursues untiringly, and without appreciating the man of learning, who knows how to infect those who approach him with his enthusiasm as well for social and religious studies as for linguistic and phonetic problems.

Paul Passy declares himself satisfied with the results obtained in these first two years of courses. He wants now to develop the work and improve the installation, for the sake of assuring the season of 1928 the maximum of success.

We, the undersigned, professors, students and friends of Liéfra, launch this confident appeal to those who in whatever capacity have lived at Liéfra, to those who may come here, to those who, not being able to come, have still at heart the desire to sustain so interesting an enterprise, and to those who, in all countries, interest themselves in peasant and international universities.

We say to all: make known in your circles the work of Liéfra, recruit adherents, excite the interest of those who have not known of it, and sustain morally, materially and pecuniarily, the man who has not been afraid to take upon his shoulders, aged but still robust, one load more.

Louis Jugnet,
Professeur de Langues vivantes et
Censeur du Lycée, à Laon.

J. P. Nielsen,
Député, Copenhague.

Oskar Stenstroem,
Missionnaire de la mission suédoise
au Congo.

Laura Joh. Christensen,
Institutrice danoise, 23, rue Racine,
Paris 6e.

Janus Allan, M. A., B. Sc.,
Rector of the Academy (Higher Grade
School), Kilsyth, Glasgow.

Dr. Olai Skulerud,
Professeur, Skien., Norvège.

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Pierre Bruneteau,
Etudiant en pharmacie, Bordeaux.

John Joensson,
Missionnaire de la mission suédoise au
Congo.

M. Gautrot,
Professeur en retraite, 10, Impasse
Pellion, Dijon.

S. A. Warren,
Professeur Kingsbridge Grammar
School, S. Devon.

A. F. Burdett,
Senior Master, Wanstead High School.

Here follow the laws of the new Association:

ARTICLE FIRST: The Association called the Foyer de Liéfra, declared January 17, 1928, has for its object the offering to French and foreign students the means of pursuing their studies and of developing themselves in the best conditions, physical and moral: and especially of following to advantage the course at the People's University of Liéfra. It has its social center at Fays-Bas, commune de Saint-Usage (Aube).

ARTICLE SECOND: The plant of the Association consists of bedrooms, rooms for meetings, for work and for play, a library, a garden, and in general whatever can serve the moral and material interests of the members of the Association.

ARTICLE THIRD: The Association is precluded from extending its activities in a commercial sense. All receipts in excess of needs will go either to the development of the Association or will serve to constitute a reserve fund.

ARTICLE FOURTH: The Association is composed of active members, sustaining members and founding members. The annual dues are 10 francs for active members, 20 francs for sustaining members and 100 francs for founding members.

ARTICLE FIFTH: The Association is administered by a Council, composed of not more than 12 members, elected by the general meeting. The Council is renewed one third each year.

ARTICLE SIXTH: The general meeting includes the active, sustaining and founding members. It is held once a year.

ARTICLE SEVENTH: The receipts of the Association are made up of

1. Dues and gifts of members.
2. Subventions from the state, the departments and the communes.
3. Payments of students for admission to the Foyer.

ARTICLE EIGHTH: The internal regulations shall be prepared by the Council of Administration and shall be subject to approval by the general meeting.

We think these two documents explain sufficiently and we do not hesitate to extend an invitation to join our Association.

We address ourselves to the friends of the people of our Country-side, our peasants so brave and, from many points of view, so disinherited. At Liéfra, our rural youths, who feel the defects in their primary education, can receive a general culture, elementary, no doubt,

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but enough to develop their natures and open vast horizons to their view.

We address ourselves to the friends of peace and international concord. At Liéfra, persons representing all peoples and all races can meet each other, work together, fraternize, and learn to know, and consequently to love, each other.

We address ourselves to those who love the simple and natural life. At Liéfra, one is far from noise and bustle. One mocks at superfine civilization with its complications and artificialities; one tries to get close to nature and hence to God.

We address ourselves finally to all real Christians. At Liéfra, one's will is to practise Christianity, not using it as a varnish, superimposed upon the usages of the world, but recognizing it as the guide and inspiration of the entire life.

We await with confidence the replies, well believing that our Foyer will add a flower to the coronet of social work and evangelical inspiration which is forming itself at Liéfra.

(Adherents can address Paul Passy, Liéfra, par Fontette, Aube, France. Funds should be sent to the same, by postal cheque to No. 374.30, Paris; from foreign lands by cheque or order payable at Bourgl-Reine, Seine, France.)

APPENDIX I¹

The index numbers, based on wholesale prices, used in computing this column, are since 1913 the revised index numbers of the United States Bureau of Labor Statistics, and are as follows:

1908	90
1909	97
1910	101
1911	93
1912	99
1913	100
1914	98
1915	101
1916	127
1917	177
1918	194
1919	206
1920	226
1921	147
1922	149
1923	154
1924	150
1925	159
1926	151

Inasmuch as the fiscal years of Arden, Tahanto, Free Acres, Halidon and Ardentown end in February or March, the index number used in converting their rents is that of the year preceding.

APPENDIX II

<i>Percentage of rent roll of</i>	<i>Tahanto</i>	<i>Halidon</i>	<i>Shakerton</i>
To assessed value of land.....	15	31	16
To assessed value of land and buildings..	6	8	4
To taxes on land.....	646	920	621
To taxes on land and buildings.....	240	227	138
To taxes on land and buildings and personalty.....	190	194	138
<i>Percentage of rents collected by</i>	<i>Fairhope</i>	<i>Arden</i>	<i>Ardentown</i>
To assessed value of land.....	19	19	16
To assessed value of land and buildings..	6	3	4
To taxes.....	177	269	219

¹ See pages 2, 46, 85, 132, 166, 181, 223, 244.