

The land currently known as Mountain View Shores, inhabited by members of Mountain View Shores Association, and otherwise known, locally, as Camp Sa-Gis-Ca, the girl scout camp for girl scouts in the Sanford Girl Scout Council was occupied and held, in common, by the Wabanaki Indian Confederation, and more specifically by the Ossipee (Newichewannack) Tribe. After English colonists settled the Massachusetts Bay Colony, King James I lay claim to all land to the north, without bound, and without any recognition of indigenous rights. In the interest of expanding his realm and “settling the land” he chartered¹ The Council for New England.

In 1622, The Council for New England granted lands between the Merrimac River and the Kennebec River to Capt. John Mason and Sir Ferdinando Gorges, without bounds to the north and west. In 1629, Mason and Gorges dissolved the partnership and split the land at the Piscataqua River with Gorges taking title to lands north of the Piscataqua, and Mason taking title to lands to the south. The Massachusetts Bay Colony challenged the right of Mason to title to the lands claimed, and dislodged him from residence at Cape Anne. Mason relocated his interests in colonial America to the shores of the Salmon Falls River in the neighborhood of the Berwicks. Capt. Mason died in 1635. After Mason died, many of those in his employ, including Humphry Chadbourne, abandoned the settlement and migrated up the Newichewannack (now the Salmon Falls) river becoming some of the early inhabitants of northwest York County.

The Council for New England, having failed to “settle the land”, was dissolved. King Charles chartered the territory between the Piscataqua River and the Kennebec River to Sir Francis Georges in 1639. In 1652, the Massachusetts Bay General Court challenged the claims of King Charles and Georges. In 1677, the Massachusetts Bay Colony General Court settled the dispute by purchasing the rights granted to Georges for 1250 pounds sterling.

While the authority to convey title to lands in Maine was under challenge, Francis Small, in partnership with John Phillips, purchased all interest a Sagamore Indian named Sitterygussit had in a tract of land described in Bk. 1, page 83. The transaction is dated July, 27, 1657. Further, Francis Small, in partnership with Nickolas Shapleigh, was deeded the “Ossipee Tract” [Bk. 42, pg.239] a 20 mile by 20 mile tract of land as described in a deed dated Nov. 28, 1668, from a Capt. Sandy (or Sumbee), a Sagamore chief of the Ossipee tribe, in payment for debts incurred by tribal members.

The Indian wars in New England began in 1675 and concluded in 1763. During the wars, interest in settling the “outer commons” was greatly diminished. The deeds to the “Ossipee Tract” were lost. With the conclusion of the wars, interest in “settling the lands” was renewed. The heirs of Francis Small and Nickolas Shapleigh recovered the deeds to the “Ossipee Tract”, and recorded them in July of 1773. During the Indian wars, some bold settlers had attempted to settle the outer common, and establish title by adverse possession. The recovery and recording of the lost deeds created competing claims. In 1782 the Massachusetts General Court enacted legislation to settle the conflicts, awarding title to Hubbardstown to the heirs of Nickolas Shapleigh, naming them as the lawful “proprietors”.

The proprietor's map, attached and labeled Shapleigh 1795, illustrates the bounds, divisions, range lines and lots in the Town of Shapleigh, prior to the creation of Acton. Hubbardstown was incorporated as the Town of Shapleigh in 1785. Shapleigh was divided to create the Town of Acton on 3/6/1830.

¹ a grant or guarantee of rights, franchises, or privileges from the sovereign power of a state or country

Transfer of rights and/or real property (5/10/1643, recorded March 20, 1649); Note: This deed reference is included because a future deed refers to this tract.

From: Mr. Roles, Sagamore Indian

To: Humphry Chadbourne

Bk. 1, page 4, being a [parcel of land lying between Little Johns Fall at the outlet of Salmon Pond to the great river Newichewannack and the Little River, meaning the Little Ossipee River.]

Alternately: "... half mile of ground which lieth betwixt the Little River and the Great River to begin at the northern side of the old ground... "

Transferring (July 27, 1657, recorded May 10, 1658)(see Appendix 1)

From: Sitterygussit Sagamore Indian

To: Francis Small

Bk. 1, page 83 deeded to Francis Small, followed by half interest deeded to John Phillips.

Transfer of property, (original deed dated 1669, recorded in July 1773)

From: Captain Sandy(or Sunday), (known by his Indian name Nick Sumbee, a Sagamore chief of the Ossipee Indian Tribe. (see Appendix 2)

To: Francis Small

Book 42, page 239

Conveys the Ossipee Tract, being a large portion of what is now northwest York County.

Transfer of property, (original deed created 1669, recorded July 1773)

From: Francis Small (See Appendix 3)

To: Nicholas Shapleigh,

Book 43, page 21

This deed conveys an undefined half interest in the Ossipee Tract

The above referenced documents were prepared and executed in Saco. After the deeds were prepared, Small retired to Scarborough and the deeds were lost. The deeds were found in 1770. The heirs of Nickolas Shapleigh knew they had an interest in the recovered deeds, and convened a committee, under the guidance of Capt. Samuel Shapleigh "...to go up and posses the land." Capt. Shapleigh apparently died shortly after convening the committee. The work of the committee is described in two depositions.

Mapping of the Inheritance:

Depositions of Joseph Hasty, Gilbert Warren and James Warren, Jr., taken 7/6/1773

Bk. 43, Pg. 22

The deposition establishes that Hasty and Warren were hired by Joshua Hubbard and Dependence Shapleigh who identified themselves as heirs and proprietors of the holdings of Major Nickolas Shapleigh to

take the necessary measurements and provide those to James Warren, the surveyor for the proprietors.

Mapping divisions of the inheritance:

Depositions of Gilbert and James Warren, taken 12/30/1773.

Bk. 43, Pg. 63

The depositions establish that Gilbert and James were hired by John Shapleigh, Philip Hubbard and Joshua Hubbard, who identified themselves as a "...Committee of Proprietors..." of the holdings of Nicholas Shapeigh. Their work was to lay out and delineate a tract of land "...above the head of Sanford..." and south of the Little Ossipee River (and presumably north of Lebanon, incorporated in 1767). The tract was to be divided into three lots. The tract was mapped, with the three divisions, on a plan identified as "Plan annex". This tract incorporated as the town of Shapleigh in 1785.

Award & transfer of property : (Oct. 28, 1782)

From: Massachusetts Bay (Boston) General Court

To: Heirs of Nicholas Shapleigh, otherwise identified as Proprietors of Shapleigh

See: The Massachusetts State Library's digital repository, under Acts. The Massachusetts General Court enacted the 1782 Act, Chapter 27, "An Act for confirming certain Lands, in the County of York, to certain Persons claiming the same, under Nicholas Shapleigh". The act resolved competing claim of land north and west of Sanford (which was originally Phillipstown), by establishing meets and bounds of the Shapleigh inheritance. The parcel was referred to as Hubbardstown.

The first map of Hubbardstown, as prepared by the Proprietors, is printed on the next page. The boundaries of the tract, the three divisions and the range lines illustrate the results of the work described in the two depositions above. The first division is the south-west portion of the tract. The eastern division is the 3rd division and the north-west division is division 2. The range line separating lots #11 & #12 appears to be the range line (stone wall) bounding the north property line of Pat Stevens lot, and is across New Bridge Rd. from the boat launch at the northern end of the rock causeway (new bridge)

It is of interest to note the size and shape of what is now Horn Pond. The map was created before the dam, to control water flow down the river to power mills of the Great Works Mfg. Co., was constructed. The damming of the river flooded a significant portion of lot #11 in the 10th range, significantly altering the shape of the pond.

Transfer of Property (2/26/1776, recorded 2/28/1776)

From: Samuel Shapleigh

To: James Shapleigh

Bk. 43, Pg. 235A

Being Samuel's one fortieth part of the proprietors' holdings, a tract north and south of the Little Ossipee River

Transfer of property (3/3/1777, recorded 4/28/1777)

From: James Shapleigh (of Kittery)

To: William Rogers (of Berwick)

Bk. 44, Pg. 25

The deed transfers title to a half interest of a tract of land identified as in the land claimed by the Proprietors of Shapleigh and bounded as follows, "...northerly by the Little Ossipee River, Easterly by land claimed or owned by proprietors, or heirs under Frances Small deed, southerly, partly, by the town of Sanford and partly by province grants partly by the town of Lebanon..." and on the westerly side by the Salmon Falls River. In addition, the deed transfers a half interest in 300 acres in Division 1, 6th range lot 5, a half interest in 300 acres in division 1, range 6, lot 6 and a whole interest in the 2nd division, 9th range, lot 18. The last two lots had been previously purchased from Capt. Samuel Shapleigh. Also, "...all the remainder of lands undivided or not drawn that shall or may fall to that right I purchased as aforesaid of the said Samuel within the aforesaid tract of land first described..." Finally, that the half interest in the two lots in range 6 Rogers purchased shall be adjacent to land on Mousam Pond that Rogers previously purchased from the Proprietors.

Transfer of Property?

From: Shapleigh Proprietors

To: William Leighton

I can not find a recorded deed granting title of lot 12 in range 10, second division of the proprietors' tract; however, the following deed describes the lot as having been marked down on the "...said proprietors' plan." Leighton was buying up remainders as they became available. See Bk. 64, pg. 217A.

Transfer of property (9/1/1779, recorded 11/18/1779)

From: William Leighton (of Kittery)

To: Johnathan Palmer (of Wakefield)

Bk 46 Pg. 76A

Being 150 acres of land in the Division 2, 10th range, lot 12 as marked and laid down on the proprietors' map/plan. I am unable to locate a copy of said map/plan.

Transfer of property (11/9/1779, recorded 4/13/1780)

From: Robert Rogers (of Berwick)

To: Johnathan Palmer (of Wakefield)

Bk. 46, Pg. 46

Being 150 acres in Division 2, 10th range, lot 11, as marked and laid down on the proprietors' map/plan.

Notes: Robert Rogers, son of Robert Rogers and Esther Lord (Esther B. 3/15/1753 in Berwick, Maine.

Transfer of property (9/1/1779, recorded in York County and Carroll Counties on 11/18/1779 & 4/13/1780 respectively)

From: William Leighton (of Kittery) & William Rogers (of Berwick)

To: Johnathan Palmer (of Wakefield)

Bk 46 Pg. 75

Being 150 acres of land in the Division 2, 10th range, lot 13 as marked and laid down on the proprietor's map/plan.

Transfer of property (9/1/1779, recorded 4/13/1780)

From: William Leighton

To: Jonathan Palmer

Bk. 46, Pg. 76A

Being proprietors' division 2, the tenth range, lot 12.

Transfer of property: (Recorded 9/5/1804)

From: Jonathan Gilman

To: James Jones and Benjamin Wiggin

Book 72, Page 23

Conveys the dam at Gilman's corner. (about 1 acre)

Transfer of Property: (11/12/1804, recorded 9/26/1821)

From: Jonathan Palmer

To: Joseph Wiggins (of Shapleigh)

Bk. 109, Pg. 27A

Being the southwest half of lot 11, excepting 20 acres previously sold in Div. 2, range 10. This land being the same land that Samual Bragdon was living on, and being about fifty acres. Samual Bragdon appears in the records as the grantor to property in the second division Bk. 43, page 270.

Transfer of Property (4/27/1807, recorded 7/6/1807)

From: Thomas Cloutman (of Wakefield)

To: Nathaniel Ricker

Bk. 93, Pg. 235

Being described as "...a tract or gore of land in Shapleigh aforesaid

bounded as follows, lying in the second division of lots easterly by a pond south by land granted James Garvin and west by the School lot being the land I bought of Andrew Rogers..." as described in a deed from Rogers to Cloutman dated 3/16/1801 of approximately 24 acres.

Transfer of Property (11/10/1809, then 11/27/1809 witnessed by J.P., recorded 2/26/1816)

From: Nathaniel Ricker and others

To: Joseph Wiggin

Bk. 93, Pg. 235

This deed conditionally conveys the lot described above, purchased from Thomas Cloutman. The conditional deed is given by Nathaniel and Mehitable Ricker.

Transfer of Property (11/25/1804 recorded 9/27/1821)

From: Johnathan Palmer

To: Joseph Wiggin

Bk: 109, Pg. 27A

Being the southwesterly half of lot number 11 in the tenth range of Shapleigh, excepting 20 acres previously sold, being the same lot that Samual Bragdon lives on, about 50 acres.

Transfer of Property (11/10/1809, recorded 11/27/1809)

From: Joseph Wiggin

To: Nathaniel Ricker

Bk. 109 , Pg. 28

Being a parcel described as the southwest half of lot 11 in range 10, approximately 50 acres.

Transfer of property (date recorded 5/26/1825, deed dated 10/23/1824)

From: James Jones and Samuel Runnels

To; Nathaniel Ricker (B. 1789 in Acton, D. 2/19/1839 in Acton, Father, Ebenezer Ricker, Mother Temperance Hanscomb Burnam)

Book 117, page 241

Being a parcel of land in Range 10, lot 12 boarded by the Salmon Falls river, estimated to be about 35 acres.

In 1830, the west parish of Shapleigh separated and incorporated as the Town of Acton.

Conditional (see Bond) Transfer of property (date recorded 8/29/1836)

From: Nathaniel Ricker

To: Ebenezer Ricker (B.1810, D. 1882, son of Nathaniel Ricker)

Book 156, page 85A, ...being land described as in the 10th range of

Acton; and further described as having been conveyed to him by

James Jones (of Portsmouth) and Samuel Runnells (of Shapleigh) by deed dated 10/23/1824, recorded in Book 117 page 241 .Also, a parcel of land conveyed to Nathaniel from Joseph Wiggins by deed dated 11/10/1829 and recorded in Book 109 page 28. This parcel is described as the southwest half of lot 11 in the tenth range, sold to Wiggins by Jonathan Palmer (of Wakefield) as described in Bk. 109 Pg. 27 & 28 (Recorded 9/26/1821) The lot is approximately 50 acres and is lived on by Samuel Bragdon.

Bond-Conditional Transfer of Property (date recorded 8/29/1836)

From: Ebenezer Ricker

To: Nathaniel and Mehitable Ricker

Book 156, page 85

Note: On condition that Nathaniel will care for Mehitable for the rest of her natural life.

Transfer of property: (Date recorded Nov.25, 1836)

From: Ebenezer Ricker (son of Moses Ricker)

To: Nathaniel Ricker, dec. (the estate of, signed for by Mary Ricker)

Book: 158, Page 232.

This land is described as "...all the land I now own in Acton...,being parts of lots 11 and 12 in the 10th range of Acton." (This is land shown on the 1795 Shapeigh range map.) It is further described as land conveyed by deed dated 8/29/1836 in Book 156, pages 85 & 86 of the York County Registry of Deeds.

The above mentioned Nathaniel, (dec.) died by drowning in Horn Pond with a team of horses in February 1838. Nathaniel's son, also a Nathaniel died on June 11, 1847 at the age of 29, and is buried on this site.

Transfer of property: (Recorded Aug. 28, 1840)

From: Nathaniel Ricker & Mehitable Ricker, wife of deceased Nathaniel Ricker & Jerimiah Ricker

To: Daniel Ricker (B. 10/28/1811, D. 1868, in Acton)

Book: 168, Page 276

Transfer of Riparian Rights (5/8/1848)

From: Daniel Ricker

To: Great Falls Manufacturing Co.

Bk. 209 Pg. 167 & 168

Conveys the right to maintain dams in the watershed of east pond (Salmon Falls River) and flood land owned by Daniel Ricker to the height of the dams. Grant right to construct a canal at the outlet of East Pond (2/21/1862)

From: Daniel Ricker

To: Great Falls Manufacturing Co.

Granted to Great Falls the power to excavate and construct a canal at the outlet of East Pond using locally sourced rock and sand as necessary, to access and maintain the dam.

Daniel Ricker died 8/1/1868. No deed to Joel B. Ricker was recorded.

Quit Claim: (deed claim dated 8/1/1868, recorded 4/30/1870)
From: Joel B. Ricker (B. 11/28/1840 in Acton, D. 5/16/1902 in Springvale, surviving son of Daniel Ricker)
To: Daniel W. Ricker (probably B. 1802 in Somersworth, D. 1874)
Book 317, Page 266

Transfers all of his interest in all the property in the towns of Acton and Wakefield that Daniel Ricker owned, at the time of his death and which Joel inherited from his father, Daniel Ricker. This action is reversed in the next deed.

Quit Claim: (deed dated 12/16/1870, recorded 6/15/1871)
From: Daniel W. Ricker (dec. 8/1/1868)
To: Joel B. Ricker
Book 325, Page 96 (reversed action of deed Book 317, Page 266)

Transfer of property: (deed dated 7/4/1883, recorded 7/23/1883)
From: Joel B. Ricker
To: Pamela A. Ricker (Joel's wife)
Book 394, Page 144

Quit Claim: (deed dated 10/25/1889, recorded 2/22/1890)
From: Pamela A. Ricker (Joel's wife)
To: Joel B. Ricker
Book 437, Page 106
Quit claim reverses the action of Book 394, Page 144

Division of property order by Probate Court: (Order 11/4/1902—
Recorded 7/9/1903)
From: Joel B. Ricker (deceased, among tenants in common with Daniel Webster Ricker)
To: Half to son, Daniel Ricker held in trust by Kate Mullen of Somerworth, N.H. Daniel had been born in 1890. Kate Mullen likely a sister to Daniels mother, Pamalia Mullen Ricker. The remaining half to Daniel Webster Ricker, tenant in common with Joel B. Ricker.
Book 529, page 294

A portion of the estate of Joel B. Ricker was land in New Hampshire. The New Hampshire Probate court petitioned the commission preparing the division in Maine to do the same for the portion of the estate in New Hampshire. The commission ultimately recommended, and the probate courts approved, a

division of the estate that awarded all the lands and buildings in Acton to Daniel Webster Ricker.

Transfer of property (7/11/1928)

From Eugene Ricker and Guy C. Ricker (sons of Daniel W. Ricker) a 2/3rds interest inherited from the late Daniel Webster Ricker.

.To: Marion R. Sargent (daughter of Daniel Webster Ricker)

Book: 787, Page: 552 & Bk. 827, Page 468 (recorded 3/20/1932)

This deed describes the land that is now known locally as Camp Sa-Gis-Ca and currently inhabited by members of the Mountain View Shores Assn. Marion Ricker, born in the homestead house now located at 406 New Bridge Rd. was born on March 9, 1879, married Herbert E. Sargent of Wolfeboro N.H., in Acton, on June 30, 1898 and took up residence in Wolfeboro. [myheritage website] H. E. Sargent was a faculty member of B.F.A. (Brewster Free Academy). Marion (Ricker) Sargent described the above referenced house to a son as being about 200 years old when she lived there, and that the house had been moved to its current location.

Transfer of property (11/25/1939)

From: Marion R. Sargent & Herbert E Sargent (husband)

To: H. Danforth Ross

Book 932, page 456

No documents conveying the missing 1/3 interest in the property has been found, but this conveyance has not been challenged, so such a transfer must have occurred.

Transfer, by Quit Claim deed, girl scout camp property. (1/11/1940)

From: H. Danforth Ross

To: Sanford Girl Scouts, Inc.

Book 915, Page 504

Transfer of property (11/14/1955)

From: Sanford Girl Scouts, Inc. (H Danforth Ross and wife, representation confirmed by vote of Sanford Girl Scouts meeting 11/14/1955, see Bk 1567, Pg. 257).

To: Gorgeana Girl Scout Council Inc.

Book 1567, page 257

Agreement to Consolidate, transfer of entire girl scout camp property: (10/1/1963)

From: Gorgeana Girl Scout Council, Inc.

To: Kennebec Girl Scout Council

Book 1825 , Page 840

Transfer of entire girl scout camp property (10/27/1971)

From: Kennebec Girl Scout Council, Inc.
To: Norland Development
Book 1926, Page 290

Note: This deed conveys all land currently owned by members of the Mountain View Shores Assn. (individual or in common), as illustrated on subdivision maps of the Mountain View and Woodland Shores subdivision plans plus land on the southerly side of Canal Rd. from the north west intersection of Youngs Ridge Road and New Bridge Road to the boundry of land formerly owned by Great Falls Manufacturing company. This being the land once known as Girl Scout Camp Sa - Gis - Ca.

Subdivision Plan: Norland Development Corp.'s Mountain View Shores,
(plan dated 10/25/1971, recorded 10/28/1971)
Plan Book 53, Page 37

Transfer of property: (dated 6/8/1972, recorded 7/6/1972)
From: Nor-Land Development, Inc.
To: Lakeside Investment Corp.
Book 1953 Page 860

Subdivision Plan: Lakeside Investment Corporation's
Woodland Shores Development, dated June 1973
Recorded 6/29/1973
Plan Book 63, Page 45

Subdivision Plan: Mountain View Shores Association,
Revised Lot subdivision of above referenced plan.
Recorded 4/26/2000
Plan Book 255, Page 26

Note: This plan illustrates an illegal subdivision of lot 23 on the above referenced plan (Bk. 63, pg. 45). The subdivision of this lot was dated 1/22/1974 with the Chapman deed recorded in Bk. 2026, pg. 451. The division was made without Planning Board approval in violation of Maine Subdivision law.

Transfer of Property (recorded 8/8/1983)
From: Lakeside Investment Corp.
To: Mountain View Shores Assn.. Inc
Book 3141, Page 4

Note: This deed transfers title to all land within the above mentioned subdivisions which are held in common by the members of MVSA. The subdivision Maps are available on the MVSA web site.

Appendix 1: Bk. 1, page 83 deeded to Francis Small, followed by half interest deeded to John Phillips from the Cape Bay Sagamore Sitterygussit .

↓ Cape Bay 27th Day of July 1657
It is known unto all Men by these Presents that Sitterygussit
gubert of Cape Bay Sagamore do hereby family covenant bargain
grant & sell unto Francis Small of the Cape Bay siskoman his
Heirs Exec^{rs} Admin^{rs} and Assigns all that Upland & Marshes at
Capishick lying up along y^e Northern Side of the River unto
the Head thereof & so to reach & extend unto the River Side of
Ammeccangan. To Have & to hold & peaceably to possess &
enjoy all the above^d Part of Land with all manner of Royalties
of Mines Minerals Fishings Fowlings Hawkings Huntings
Communities profits comodities Liberties & privileges whatsoever
for the same forever to abide & remain to the heirs & and
only proper Use & behoof of him the above^d Fran: Small his
Heirs Exec^{rs} Admin^{rs} & Assigns forever In Witness whereof I have
hereunto set my Hand & Seal the Day & Year abovescriben
Signed Sealed & Delivered in the presence of Sitterygussit
Presence of ~ Layton Cooke, Nathaniell Wallis The mark
of Peter Indian O ~ Vera Lopia Francis accompanied by y^e origi
nal July 27 57. Edw: Highworth Es: cor ~ Memorandum

Memorandum that I Francis Small do bind my self yearly to pay
unto

unto the s: Sitterygubett Sagamore during his Life One
Trading Coat for Capstick & one Gallone of Liguors for
Ammoring an ————— Francis Smale —————
Transcribed out of the Original, ff Edw: Fishworth Re: Cor

Casco Bay 10th May 1658

I Assigne over unto Mr. Jo: Phillips his Heirs Exec: Administr:
& Assignes the Half within mentioned peell of Land As Wit:
ness my Hand ————— Fran: Smale —————
Test the mark of Rich: Martine + Rob: Forbine Nathaniell Johnson
This Assignment Transcribed out of the Original & compared
July 8: 59 ————— ff Edw: Fishworth Re: Cor.

York July 5: 1659

Dayton, Cook & Nathaniell Wallis being sworn, do say t:
they saw the within named Sitterygubett Sign Seal & deliver
this Instrument of Convoiance to Fran: Smale as his Act & Deed
————— as attest Tho: Vanforth —————
Fran Smale acknowledgeth this Assignment to Mr. Jo: Phillips to
be his Act & Deed with written this 8: of July 59 before Edw:
Fishworth Associate ————— Vere Copie Transcribed out

of the Original & compared this 8: July 1659 ff Edw: Fishworth Re: Cor.

Appendix 2: Book 42, page 239; Conveys the Ossipee Tract, being a large portion of what is now northwest York County being a large tract of land, 20 miles square and lying betwixt the two of Great and Little Ossipee Rivers.

All People to whom this present writing shall come
I Cert Sandy of Ossebe in New England Sagamore and Governor
Knoweth that I that I the said Capt. Sandy for and in consideration of
two large Indian Blankets, two Gallons of Beum two pound of Powder
four Bound of musquet balls and twenty Strings of Indian Beeds with
several other Articles by me received of Francis Small of Britton in
the County of York Indian Trader HAVE given granted bargained ceded
enjoyed confirmed and delivered and by these presents do fully freely
clearly and absolutely give grant bargain sell alien convey confirm
and Deliver unto him the said Francis Small his Heirs and Assigns forever
All that my great Tract of Land at Ossebe containing Twenty Miles square
lying and being between the two Rivers of great Ossebe & Little Ossebe
so called and being the same Land where the said Francis Small's
Trading House now stands and from the River Nachewanick near
Humphrey Chadbourns Logging Camp and to extend Northwardly and Eastwardly
to Saw River To have and to hold unto him the said Francis Small
his Heirs and Assigns forever with all the Priviledges of Hunting Fishing
Trading Together with all Water & Water courses Mines Minerals
Wood and Under Wood Stones Swamps meadows Bonds with all Imo-
vements Priviledges and other Properties belonging to the aforesaid Tract
of Land unto him the said Francis Small his Heirs and Assigns forever to his
and their own proper use benefit and behoof forever and I the said
Capt. Sandy do hereby covenant promise and engage for my self my Heirs
unto him the said Francis Small his Heirs and Assigns forever peaceably to have
hold use occupy and possess the aforesaid Tract of Land without the least hindrance
or molestation from me the said Capt. Sandy and I the said Capt.
Sandy have hereunto set my Hand and do this twentieth eight Day of
November
Signed sealed delivered in presence of
Wm. P. Star Cooper
Witnessed according to the Original Aug. 23. 1773. by Dan. Moulton Reg.

Cap. Sandy In't
to
Franc. Small

Appendix 3: Book 43, page 21: This deed conveys an undefined half interest in the Ossipee Tract from Francis Small to Major Nickolas Shapleigh.

Whereas Nick Sumbel (by the English called Capt Sandy) Small
to
Shaple
by Nation an Indian by a deed of Sale bearing Date the Twenty Eight Day
of Novem. in the Year one thousand six hundred sixty & eight did bar-
- gain and sell unto Francis Small (of Kittery in the County of York Trader)
his Heirs and Assigns forever One Tract of Land beginning at the Little
River called Newachew another River over against Humphrey (hadbourn
late whilst he lived of Kittery) his log Houle and from thence upon an
Imajinary Line to Capeporos River being by computation Twenty
miles and so from thence upon Imajinary Line to make it up Twenty
miles square. Together Also with all and singular the Uplands Meadow
marshes Swamps Woods Under Woods Profits Commodities Advantages &
Appurtenances whatsoever thereunto belonging or appertaining as by the said
Instruments of writing or Bill of Sale relation thereunto being
had doth and may more at large appear.
Now know ye that I the said Francis Small for divers good
causes and considerations me thereunto especially moving and
for good and valuable satisfaction by me in hand recd. at and
before the Day of the Date of these Presents (of Maj. Nickolas
Shapleigh of Kittery in the County aforesaid Merchant) the Receipt
whereof I do hereby acknowledge and therewith to be fully satisfied
HAVE given granted bargained sold enfeoffed aliened & confirmed
and by these Presents DO give grant bargain sell enfeoffe aliene
and confirm unto the said Maj. Shapleigh his Heirs and
Assigns forever the One Moiety or half part thereof (the whole
in two Parts to be equally Divided) Together Also with the
One half of all and singular the Uplands Meadow marshes
Swamps Woods Under Woods Profits Commodities Advanta-
- ges and Appurtenances whatsoever thereunto belonging or
in any wise Appertaining

Debarred by these Breants according to the true intent and
meaning thereof anything herein mentioned or contained
to the contrary in any wise notwithstanding
In Witness whereof I have hereunto set my hand and
Seal Dated in Hattery in the County aforesaid the Twenty eight
Day of January in the Twenty first Year of the Reign of our
most Gracious Sovereign Lord Charles the second by the Grace
of God of England Scotland France and Ireland King Defender
of the Faith Anno Domini 1669. (Francis Smale Seal)
Signed Sealed & Deliv^d in the presence of us
Edward Cole and Richard Alexander
Recorded according to the Origin^d July 6. 1773 att^d by Moulton Reg^y
