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Annual Reports

OF THE

SELECTMEN, TREASURER

TRUSTEES OF TRUST FUNDS, HIGHWAY AGENTS,
LIBRARY COMMITTEE, CEMETERY
ASSOCIATION, AUDITORS AND
TOWN CLERK

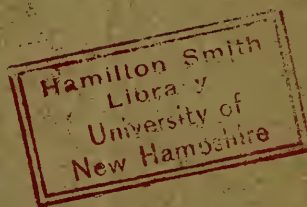
OF THE

TOWN OF HAMPTON

FOR THE

YEAR ENDING JANUARY 31,

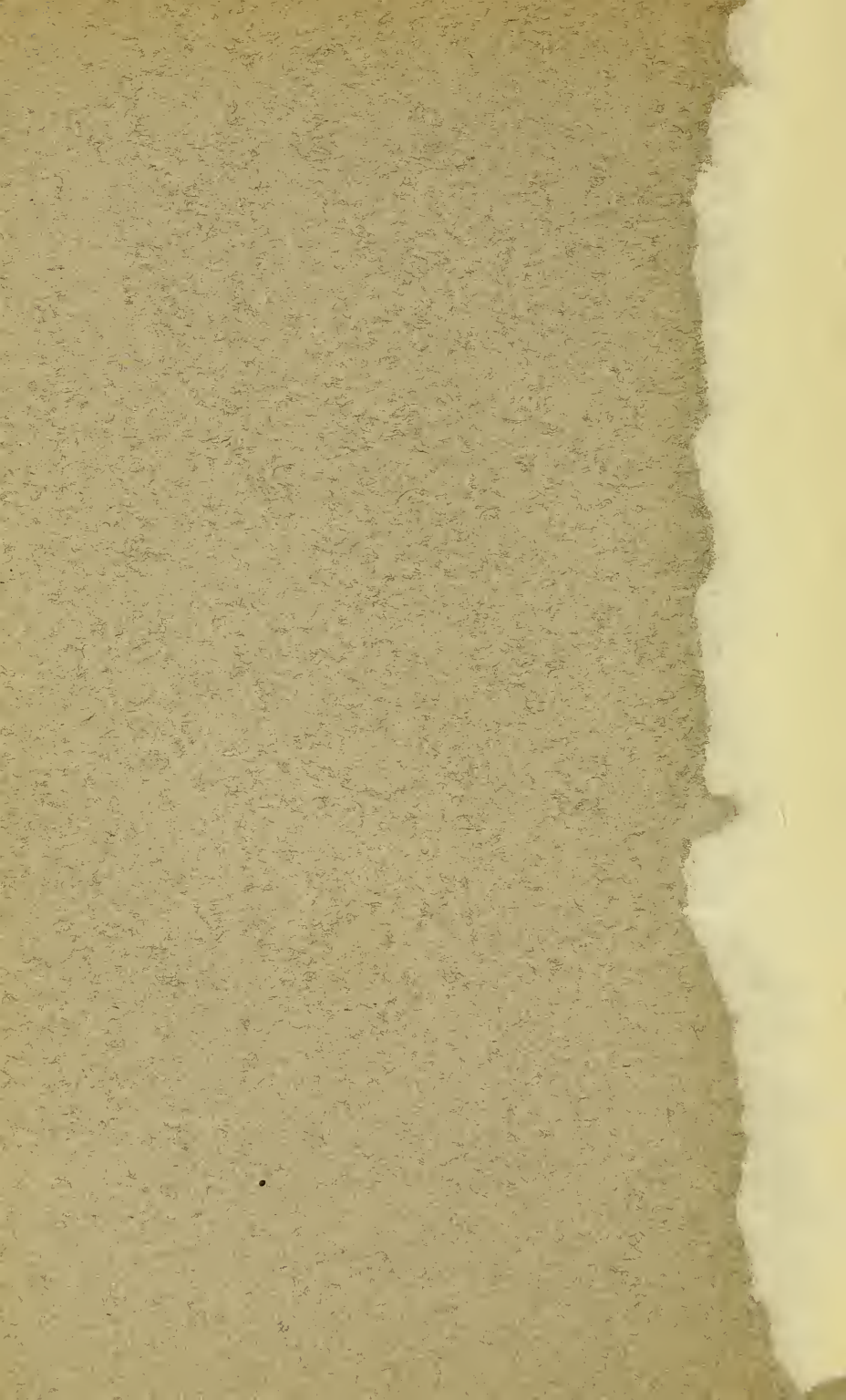
1919



HAMPTON, N. H.

The Rockingham Printing Co.

1919.



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OF THE

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FOR THE

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Town Officers

Moderator

John F. Marston

Representative to the General Court

Elroy G. Shaw

Selectmen

Joseph B. Brown

Elroy G. Shaw

Byron E. Redman

Town Treasurer

Herbert Perkins

Collector of Taxes

Ernest G. Cole

Town Clerk

Herbert L. Tobey

School Board

Christopher S. Toppan

Edith Warren

Frank L. Long

Library Committee

Simeon A. Shaw

Charles M. Batchelder

Wilbur E. Lamb

Supervisors of the Checklist

William T. Ross

William M. Blake

Edward S. Batchelder

Auditors

Charles Francis Adams

Simeon A. Shaw

John A. Janvrin

Trustees of Trust Funds

Howard G. Lane

Honace M. Lane

Abbott E. Joplin

Town Clerk's Records

REPORT OF THE TOWN MEETING HELD MARCH 12, 1918.

In accordance with a notice, duly signed and legally posted, the legal voters of the Town of Hampton assembled at the time and place therein named and were called to order by the Moderator who read the warrant.

Prayer was offered by the Rev. Mr. Ross.

The first business of the meeting under Article 1, being the election of a Delegate to the Constitutional Convention the Moderator announced that the balloting for said delegate would be carried out simultaneously with the regular business of the Town Meeting in that part of the hall especially reserved for the purpose. The Moderator then appointed Abbott L. Joplin, Moderator pro tem; William T. Ross, Clerk, pro tem; Walter E. Brown and Charles D. Palmer to have charge of the check list and ballots, Eugene M. Leavitt and Joseph F. Holmes as assistants as required and requested the voters to bring in their ballots for the said delegate.

Proceeding to the regular order of business the meeting

Chose—Herbert L. Tobey, Town Clerk, for the ensuing year.

Chose—Joseph B. Brown First Selectman for the ensuing year.

Chose—Elroy G. Shaw Selectman for the ensuing year.

Chose—Byron E. Redman Selectman for the ensuing year.

Joseph B. Brown, Elroy G. Shaw and Byron E. Redman were duly sworn to a faithful discharge of their duties as Selectmen by the Town Clerk.

At this point the Moderator called the attention of the meeting to the desire of the Governor and the New Hampshire Committee on Public Safety that the citizens of the State take advantage of the opportunity presented by their town meetings to consider the serious problems confronting the Nation as a result of the war in which it is now engaged, and announced that the ordinary business of the meeting would be suspended for a time for this purpose. The Moderator then read a Proclamation of Governor Keyes and communications from the State Committee on Public Safety, the State Food Administrator, the Liberty Loan Committee of New England, and the Forestry Commissioner relating to the fuel situation, were read, and it was

Voted—That a committee of three be appointed by the Moderator to draw up suitable resolutions to be forwarded to the Governor and the State Committee on Public Safety.

The Moderator appointed Thomas L. Perkins, Wallace H. Sterns and Jotham P. Blake as committee on resolutions with instructions to report back to the meeting before adjournment.

The regular business of the meeting was then resumed and

Chose—Herbert Perkins, Treasurer, for the ensuing year.

Chose—Ernest G. Cole, Collector of Taxes, for the ensuing year.

Voted—That the Town Clerk cast one ballot for Horace M. Lane for Trustee of Trust Fund and

(Chose)—Horace M. Lane was declared elected as Trustee of Trust Funds.

Voted—That we proceed to vote for three Trustees for Library as required by law.

Chose—Simeon A. Shaw, Library Trustee, for three years.

Chose—Charles M. Batchelder, Library Trustee, for two years.

Chose—Wilbur B. Lamb, Library Trustee, for one year.

Voted—That Town Clerk cast one ballot for Charles Francis Adams, Simeon A. Shaw and John A. Janvrin for Auditors for the ensuing year, and

(Chose)—Charles Francis Adams, Simeon A. Shaw and John A. Janvrin were declared elected Auditors for the ensuing year.

Voted—That we raise and appropriate the sum of \$1800 for salaries and expenses of Town Officers.

Voted—That we raise and appropriate the sum of \$200 for Primary and Election.

Voted—That we raise and appropriate the sum of \$150 for salary of Judge of the Municipal Court.

Voted—That we raise and appropriate the sum of \$200 for Town Hall.

Voted—That we raise and appropriate the sum of \$1200 for Police Department.

Voted—That we raise and appropriate the sum of \$2500 for Fire Department.

Voted—That we raise and appropriate the sum of \$200 for White Pine Blister and \$200 for Gypsy Moth Extermination.

Voted—That we raise and appropriate the sum of \$900 for Health Department.

Voted—That we raise and appropriate the sum of \$12,000 for Highways.

Voted—That we raise and appropriate the sum of \$3000 for Electric Lights.

Voted—That we raise and appropriate the sum of \$675 for the Library.

Voted—That we raise and appropriate the sum of \$125 for Town Poor.

Voted—That we raise and appropriate the sum of \$75 for Memorial Day.

Voted—That we raise and appropriate the sum of \$200 for Cemetery.

Voted—That we raise and appropriate the sum of \$3288 for Interest.

Voted—That we do not appropriate a dollar for Sidewalks.

Voted—That we raise and appropriate the sum of \$2000 for Breakwater.

Voted—That we raise and appropriate the sum of \$1000 for Maintenance of Sewers.

Voted—That we raise and appropriate for State and County Taxes the amount called in County Warrant.

Voted—That the authority requested under Article 6 be granted the Selectmen.

At this point the Moderator called for the report of the Committee on Resolutions and the following was submitted to the meeting:

“Hampton, N. H., March 12, '18.

The citizens of the town of Hampton, in town meeting assembled, having listened to the reading which was requested, of the Governor's proclamation and the communications from the State Food Administrator, the State Committee on Public Safety and the State Forester;

We now heartily endorse the sentiments in those communications, and pledge ourselves to do all within

our power to carry out the recommendations so presented, to the successful termination of the present war.

THOMAS L. PERKINS,
 JOTHAM P. BLAKE,
 WALLACE H. STERNS,
 Committee on Resolutions."

And it was

Voted—That the resolution as read be adopted and a copy sent to the Governor and the State Committee on Public Safety.

Voted—That we proceed to elect three Highway Agents.

Chose—William S. Brown, Highway Agent.

Chose—Fred E. Perkins, Highway Agent.

Chose—Frank E. James, Highway Agent.

Voted—That the town pay \$6.00 a day of eight hours for a two horse team.

At 3 o'clock in the afternoon the Moderator declared the polls for election of a delegate to the Constitutional Convention, closed and in open meeting in the presence of the Selectmen, the Ballot Inspectors and the Town Clerk, the Chairman of the Board of Selectmen assisted by the Moderator and the above mentioned Election Officials proceeded to count the votes given in. After the counting of the votes had been completed and tabulated the Moderator announced the result as follows:

Whole number of ballots given in.....	102
of which	
Joseph B. Brown had.....	52
Lewis F. Stevens had.....	48
John P. Blake had.....	1
Defective	1

Joseph B. Brown having a plurality of votes was declared elected as delegate to the said Convention.

On motion of Mr. Joplin it was

Voted—That the meeting adjourn.

A true record

Attest:

HERBERT L. TOBEY

A true copy of the record

Attest:

HERBERT L. TOBEY

Warrant for Annual Town Meeting

STATE OF NEW HAMPSHIRE

To the inhabitants of the Town of Hampton, in the County of Rockingham, in said State, qualified to vote in Town Affairs:

You are hereby notified to meet at the Town hall in said Hampton on Tuesday, the eleventh day of March, next, at ten o'clock in the forenoon, to act upon the following subjects:

Article 1. To choose a Clerk for the ensuing year.

Article 2. To choose three Selectmen for the ensuing year.

Article 3. To choose Treasurer, Collector of Taxes, Trustees of Trust Funds, Auditors, Library Trustees and all other necessary officers for the ensuing year.

Article 4. To raise or appropriate such sums of money as may be necessary for salaries of Town Officers, Municipal Court, Election Officers, Expenses of Town Hall, Police Department, Fire Department, Moth Extermination, Health Department, Highways, Street Lighting, Library, Town Poor, Memorial Day, Cemetery, Sewer Department, Interest, Sidewalks, Breakwater, State Tax, County Tax and all other necessary charges arising within the town.

Article 5. To see if the town will give the Selectmen power to raise money in anticipation of taxes and to renew or refund the Town Notes.

Article 6. To authorize the Selectmen to sell and convey all lands and property purchased by the Town for non-payment of tax and sewer assessment.

Article 7. To see what action the Town will take to purchase the property and assets, or the stock of the Exeter, Hampton and Amesbury Street Railway; to raise and appropriate money therefor and to provide for the election or appointment of agents in relation thereto; and to see what action the Town will take relative to the provisions of a bill before the New Hampshire Legislature in relation to said Railway.

Article 8. To take action in regard to an Honor Roll of the soldiers of the late war.

Article 9. To hear the report of agents or committees heretofore chosen.

Article 10. To pass any vote or votes that may be legal before said meeting.

Given under our hands and seal this twenty-first day of February, 1919.

JOSEPH B. BROWN,
ELROY G. SHAW,
BYRON E. REDMAN,

Selectmen of Hampton.

Budget

On the three following pages will be found the estimates of revenue and expenditures for the ensuing year, February 1, 1919 to January 31, 1920, compared with the actual revenue and expenditures of the previous year, February 1, 1918, to January 31, 1919.

BUDGET OF THE

Estimate of revenue and expenditures for the ensuing year, Janu
and expenditures of the previous year,

SOURCES OF REVENUE

	Revenue 1918	Estimate 1919
From state:		
Insurance tax	\$3.75	\$3.75
Railrad tax	867.16	867.16
Savings bank tax	1,175.61	1,175.61
Building and loan tax	14.73	14.73
Liquor licenses	1.60	
For trunk line maintenance	1,090.00	1,250.00
From local sources except taxes:		
All licenses and permits exsept doglicense	748.00	700.00
Fines and forfeits	567.15	400.00
Rent of town hall and other buildings....	40.00	40.00
Interest received on taxes and deposits...	84.69	100.00
Income of departments: highways, sewers	491.76	400.00
Land rent	4,386.00	4,300.00
From poll taxes	742.00	750.00
From sewer assessments 1909-16.....	2,690.82	
From sewer assessments, 1918	7,850.00	4,500.00
Revenue applicable only to new construction:		
From state for trunk line highway		2,500.00
Amount raised by bonds or notes	20,900.00	
Revenue which must be paid to paid to other governmental divisions		
Library fund	143.00	150.00
School fund	300.00	300.00
Dog license	126.60	125.00
Total revenue from all sources except taxes	\$42,222.87	\$17,576.25
Amount raised by property taxes	40,258.38	41,058.75
Total Revenues	\$82,481.25	\$58,635.00

EFFECT ON TAX RATE

Assessed valuation previous year.....	\$2,514,419
Estimated increase in valuation.....	20,000
Estimated assessed valuation ensuing year	\$2,534,419
Am't required by budget to be raised by prop. taxes..	\$41,058.75
Tax rate ensuing year per \$100.00 of valuation	\$1.60
Every appropriation of \$1,000 in addition to the estimates of this budget will raise the tax rate 50 cents per \$100 valuation.	

TOWN OF HAMPTON, N. H.

ary 31, 1919, to January 31, 1920, compared with actual revenue

January 31, 1918 to January 31, 1919

PURPOSE OF EXPENDITURES

Current Maintenance Expenses

	Expend. 1918	Estimated 1919
General government:		
Town officers' salaries	\$1,298.00	\$1,500.00
Town officers' expenses	609.35	500.00
Election and registration expenses	210.00	50.00
Municipal court expenses	205.81	150.00
Care and supplies for town hall	224.89	200.00
Protection of person and property:		
Police department	1,208.56	1,200.00
Fire department	2,997.95	2,500.00
Moth extermination	435.00	300.00
Health		
Health department	1,651.80	1,500.00
Vital statistics	10.05	
Highways and bridges:		
State aid maintenance—town's contrib'n	579.00	
Trunk line maintenance—state's contrib'n	1,090.00	1,250.00
Trunk line maintenance—town's contrib'n	2,474.80	1,250.00
Town maintenance	6,197.36	6,000.00
Street lighting	3,283.75	3,200.00
General expenses highway department...	2,006.20	1,000.00
Education:		
Libraries	798.21	750.00
Charities:		
Town poor	271.14	200.00
Patriotic purposes:		
Memorial day	75.00	75.00
Recreation:		
Parks and playgrounds	187.69	200.00
Public service enterprises:		
Cemeteries	339.00	300.00
Interest:		
On temporary loans		300.00
On long term notes	3,150.36	3,200.00
On principal of trust funds used by town.	305.39	310.00
OUTLAY FOR NEW CONSTRUCTION AND PERMANENT IMPROVEMENTS		
Highways and bridges:		
Trunk line construction—state's contrib'n	6,000.00	2,500.00
Trunk line construction—town's contrib'n	3,000.00	2,500.00
Breakwater construction	3,794.78	2,000.00
Sewer construction	2,016.37	1,000.00

(Continued on Page 16)

(Continued from Page 15)

Indebtedness:

Payment on principal long term notes...	\$9,325.08	\$5,000.00
Payment on principal temporary loans....	20,000.00	

PAYMENT TO OTHER GOVERNMENTAL
DIVISIONS

State taxes	3,944.00	6,000.00
County taxes	5,120.23	6,000.00
Payments to school districts	6,585.15	7,500.00
Law department	1,119.63	200.00
Collector's department	3,264.56	
Total expenditures	<u>\$93,779.11</u>	<u>\$58,635.00</u>

Report of Selectmen, 1919

INVOICE, APRIL 1, 1918

Resident Invoice.....	\$1,333,803
Non-resident Invoice.....	1,180,616
	<hr/>
Total.....	\$2,514,419
Land and buildings.....	\$2,340,041
Horses, 168.....	17,775
Oxen, 6.....	600
Cows, 279.....	15,255
Other neat stock, 22.....	815
Fowls,	630
Vehicles and automobiles.....	34,275
Boats and launches.....	900
Wood and lumber.....	8,050
Municipal Bonds.....	13,600
Stock in National banks.....	2,718
Money on hand.....	29,790
Stock in trade	47,545
Mills and machinery.....	2,245
	<hr/>
Total invoice, 1918.....	\$2,514,419
Total invoice, 1917.....	2,439,908
	<hr/>
Increase.....	\$74,511

AMOUNT OF APPROPRIATIONS, 1918

State tax.....	\$3,944.00
County tax.....	5,120.23

Salaries and expenses of town officers.	\$1,800.00
Election and primary.....	200.00
Municipal court.....	150.00
Town hall.....	200.00
Police department.....	1,200.00
Fire department.....	2,500.00
Gypsy moth.....	200.00
White pine blister.....	200.00
Health department.....	900.00
Highways	12,000.00
Electric lights.....	3,000.00
Library	675.00
Town poor	125.00
Memorial day.....	75.00
Cemetery	200.00
Interest	3,288.00
Breakwater	2,000.00
Sewer	1,000.00
Schools, by law.....	3,699.50
School supplies	200.00
School transportation	700.00
School superintendent	275.00
High school	1,500.00
High school supplies.....	400.00
	<hr/>
Total	\$45,551.73
Resident state, county, town taxes...	\$21,349.16
Non-resident state, county, town taxes	18,909.22
	<hr/>
Total	\$40,258.38
Hampton Beach precinct tax.....	1,244.30
Sidewalk assessment, 1917.....	79.50
	<hr/>
Total taxes committed to collector.....	\$41,582.18
Poll taxes	728.00
	<hr/>
Total	\$42,310.18

Collector has paid town treasurer . . .	\$38,275.50
Collector has paid precinct treasurer	1,190.00
	<hr/>
Total paid in	\$39,465.50
	<hr/>
Due from collector	\$2,844.68
Sewer assessment, 1918	\$12,710.00
Collector has paid treasurer	7,850.00
	<hr/>
Due on sewer assessment, 1918	\$4,860.00
Rate per cent. for town taxes, \$1.60 on \$100.00	
Rate per cent. for precinct taxes, \$0.10 on \$100.00	

SCHEDULE OF TOWN PROPERTY, 1919.

General department

Town hall, buildings	\$10,000.00
Town hall furniture and equipment	500.00
Library, land and buildings	10,000.00
Library furniture and equipment	500.00
Town house lot	500.00
Hearse	500.00

Police department

Building and equipment	250.00
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Fire department

Apparatus	3,000.00
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Highway department

Oil wagon	400.00
Water cart	50.00
Concrete mixer	150.00
Road machine	50.00
Road drags	40.00
Oil pumps	50.00
Tools	100.00

Bridge plank	\$100.00
Cement pipe	300.00
Cement	700.00
Gravel pit near A. K. Blake's.....	300.00
Gravel bank of A. K. Blake.....	100.00
Gravel bank of Ira E. Lane's.....	300.00
Gravel bank of Leavitt's.....	300.00
Gravel bank at Beach.....	500.00
Gravel bank of James Lane's.....	50.00
Gravel bank of Mace's.....	50.00
Sewer department	
Pumps and hose.....	200.00
Iron pipe	500.00
Town land that is surveyed and leased	
Pines lots, 200.....	60,000.00
Lots leased Hampton Beach Imp. Co., 325..	10,000.00
Plantation lots	50,000.00
Place Cove lots	10,000.00
North Shore lots	12,000.00
Property bought by the town at tax sale	
1909 to 1914, and deeds given by collector:	
Charles L. Hills, cottages, lots 5, 6 of town land	6,000.00
Heirs Edward Hobbs, land and buildings..	800.00
Heirs Horace Marshal, land and buildings	1,600.00
John J. Austin, lot 2, block O, town land.	500.00
John F. Bryon, cottage, lot, block 2, town land	1,000.00
Property bought at tax sale, March 7, 1916, and deeds given Jan. 24, 1919:	
Heirs Newell Healey, 3 a. Drake meadow.	30.00
Clara B. Dow, 2 cottages at Pines.....	1,400.00
Joseph Moulton, 5½ a. marsh.....	55.00
Charle B. Brown, 6 a. marsh.....	60.00
Albert Elkins, 7½ a. marsh.....	75.00
Nath. Batchelder, 2 a. Mill marsh.....	20.00

Cora Eastman 2 a. marsh and cottage	\$200.00
Mollie Casey, lots, Surfside Park	100.00
Heirs Oren B. Green, 12 a. marsh	120.00
Minnie Pillsbury, cottage at Pines	1,000.00
Simon H. Leavitt, 4 a. Mill marsh	40.00
J. S. Fowler, cottage at White Island	500.00
Etta C. Bond, lots, Surfside Park	100.00
John L. B. Thompson, land and buildings	1,500.00
	<hr/>
Total value of town property	\$186,590.00

REPORT OF OUTSTANDING DEBT, JAN. 31, 1919

Date	Rate	Amount
Jan. 1, 1917, Congregational Society	4½	\$5,500.00
July 1, 1913, Clara Poor Philbrick	4½	1,000.00
Mar. 20, 1913, Clara Poor Philbrick	5	2,000.00
Dec. 10, 1910, Ira E. Lane	4	250.00
Dec. 10, 1910, Sarah E. Lane	4	250.00
Jan. 1 1914, Joseph F. Williams	4	2,000.00
Feb. 1, 1918, Elizabeth Pray	4½	1,000.00
June 16, 1908, Piscataqua savings bank	5	5,000.00
Oct. 1, 1908, Piscataqua savings bank	5	3,000.00
Nov. 28, 1908, Piscataqua savings bank	5	3,500.00
Mar. 16, 1915, Piscataqua savings bank	5	20,000.00
June 14, 1915, Piscataqua savings bank	5	5,000.00
April 1, 1916, Joseph F. Williams	4½	500.00
April 1, 1916, Trustees of trust funds	3½	4,950.00
Oct. 1, 1916, Trustee of trust funds	3½	400.00
April 1, 1917, Trustee of trust funds	3½	100.00
April 1, 1917, Trustee of trust funds	3½	3,000.00
Oct. 1, 1917, Trustee of trust funds	3½	200.00
April 1, 1918, Trustees of trust funds	3½	100.00
Oct. 1, 1918, Trustees of trust funds	3½	100.00
April 1, 1917, Warren J. Drew, trustee	4½	10,000.00
	<hr/>	
Total		\$67,850.00

TOWN OF HAMPTON

BALANCE

ASSETS

Cash in the hands of the treasurer.....	\$1,705.70
Accounts due the town:	
Taxes not collected, levy of 1918.....	2,844.68
Sewer assessment, 1918.....	4,860.00
Sewer assessment, 1909.....	300.00
Due on property bought by town at tax sale..	1,535.23
Due on land rent.....	895.00
	<hr/>
Total assets.....	\$12,140.61
Excess of Liabilities over assets (net debt)...	55,835.99
	<hr/>
Grand total	\$67,976.60
Grand total, 1918.....	76,056.25
	<hr/>
Reduction of debt	\$8,079.65

SHEET

JANUARY 31, 1919

LIABILITIES

Due to schools, dog tax	\$ 126.00
Notes outstanding	59,000.00
Trust funds	8,850.00
	<hr/>
Total liabilities	\$67,976.60

TOWN OF HAMPTON

RECEIPTS AND

RECEIPTS

From Current Revenues

From local taxes:		
Current year	\$38,275.50	
Sewer assessment	7,850.00	
		<u>\$46,125.50</u>
Previous year:		
Balance tax, 1917	4,799.24	
Sewer assessment, 1909-16	2,690.82	
Tax sales redeemed	1,782.55	
		<u>\$9,272.61</u>
From State	3,594.25	
From dog licenses	126.60	
From all other licenses and permits.....	749.60	
From fines and forfeits	567.15	
From rent of town hall	40.00	
From interest received	84.89	
From departments	491.76	
From land rent	4,386.00	
From receipts other than current revenues:		
Notes issued during the year	20,900.00	
		<u>\$86,338.36</u>
Total receipts from all sources	\$86,338.36	
Cash on hand at beginning of the year	2,217.51	
		<u>\$88,555.87</u>
Grand total	\$88,555.87	

PAYMENTS FOR YEAR ENDING JANUARY 31, 1919

PAYMENTS

Current Maintenance Expenses

General government:	
Town officers' salaries and expenses	\$1,907.35
Election and registration expenses	210.00
Municipal court	205.81
Expenses of town hall	224.89
Protection of person and property:	
Police department	1,208.56
Fire department	2,997.95
Moth extermination	435.00
Bounties	32.00
Health department	1,651.80
Vital statistics	10.05
Highways and bridges:	
State aid maintenance	579.00
Trunk line maintenance	2,474.80
Town maintenance	6,197.36
Street lights	3,283.75
General expenses	2,006.20
Libraries	798.21
Charities:	
Town poor	271.14
Memorial day	75.00
Cemetery	339.00
Recreation--Parks	187.69
New Construction:	
Highways, trunk line	3,000.00
Sewer construction	2,071.79
Breakwater	3,794.78
Indebtedness:	
Temporary loans	28,925.08
Notes	400.00
Interest	3,455.75
State and county taxes	9,064.23
Schools	6,585.15
Collector	3,232.56
Law department	1,119.63
<hr/>	
Total payments	\$86,744.53
Cash on hand at end of year	1,705.70
Outstanding orders, 1916-17	105.64
<hr/>	
Grand total	\$88,555.87

Detailed Statement of Receipts

FROM LOCAL TAXES

Current year:

E. G. Cole, 1918 tax.....	\$37,533.50
E. G. Cole, 1918 poll taxes.....	742.00
E. G. Cole, sewer assessment.....	7,850.00

\$46,125.50

Previous year:

E. G. Cole, balance of 1917 tax.....	\$4,799.24
E. G. Cole, tax sales redeemed.....	1,782.55
E. G. Cole, sewer assessm't, 1909-16	2,690.82

\$9,272.61

FROM STATE

Highway, trunk line.....	\$1,090.00
Insurance tax	3.75
Railroad tax	867.16
Savings bank tax	1,175.61
Literary fund	143.00
School fund	300.00
Building and Loan Association tax....	14.73
License commission	1.60

\$3,595.85

FROM LOCAL SOURCES EXCEPT TAXES

H. L. Tobey, dog license.....	\$126.60	
		<u> </u>
		\$126.60

ALL OTHER LICENSES AND PERMITS

Goldstein Bros., theatre	\$100.00	
W. J. Bigley, moving pictures (3 years)	150.00	
H. L. Tobey, town clerk, primary fees...	8.00	
Robert Ring, pop corn license	300.00	
Robert Ring, chair license.....	50.00	
Graves and Ramsdell, bowling alley....	40.00	
E. H. and A. St. Ry, pop corn license...	100.00	
		<u> </u>
		\$748.00

FINES AND FORFEITS

From A. L. Joplin.....	\$9.38	
From H. M. Lamprey	419.00	
		<u> </u>
		\$428.38

FROM TOWN HALL AND LOT

Rent of town hall	\$25.00	
Rent of town hall lot.....	15.00	
		<u> </u>
		\$40.00

INTEREST

First Nat. Bank, interest on deposits.....	84.69	
		<u> </u>
		\$84.69

FROM DEPARTMENTS

Cemetery lots:

Mrs. Frank Jones	\$15.00
Mrs. Alfred Haines	15.00
Stacey L. Nudd	15.00
Mrs. Bristol	15.00
Frank Ireland	15.00
Joseph Durant	15.00
James Coughlin	15.00
Charles Tarlton	15.00

 \$120.00

Use of hearse:

W. J. Prescott, use of hearse	\$6.00
R. E. Tolman, use of hearse	26.00

 \$32.00

Team for ploughing:

D. J. Brown,	\$3.00
J. B. Brown	18.00
R. E. Tolman	6.00
George Lindsey	6.00
Curtis DeLancey	12.00
C. Mace	2.25
A. L. Joplin	2.25
C. F. Adams	6.00

 \$55.00

Cement pipe:

G. Carleton	\$0.50
G. H. Elkins	6.00
W. L. Redman	6.50
L. H. Brown	2.15
J. P. Blake .....	.75
H. M. Lamprey .....	.75

 \$17.15

Pay for nurses:

Town of Seabrook	\$24.54
Hampton Branch Red Cross	201.00

 \$225.54

Agriculture:

A. B. Hastings, bal. pine blister fund. .	\$37.67
C. A. Lyon, bal. school garden fund. . . .	4.00

 \$41.67

Land rent:

Hampton Beach Improvement Co.	\$500.00
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 \$500.00

North Shore lots:

Susan A. Hidden	\$20.00
P. Mullen	20.00
E. Ferris	80.00
J. E. Burroughs	20.00
F. B. Findley	20.00
J. Bennett	20.00
B. M. Stevens	20.00
J. M. Buswell	20.00
M. Newcomb, 2 years	40.00
E. S. Ellard, 2 years	40.00
L. F. Smith, 2 lots	40.00
D. A. Chase	20.00

 \$360.00

Place Cove lots:

H. L. Tobey, 2 lots	\$40.00
Flora Feeney	10.00
E. Deal	20.00
Theda Hobbs	20.00
A. W. Brown, 2 lots	40.00
E. Peabody	20.00
L. F. Smith	20.00

Place Cove lots (contiued):

N. E. Crosby	\$20.00
J. M. Buswell, 2 lots.....	30.00
Martha Blake	20.00
M. S. Brown	20.00
A. G. Armington, 2 lots	30.00
A. K. Church	10.00
S. M. Lane	20.00
A. L. Daggett	10.00
J. W. Nutter, 2 years	20.00
E. J. Brown, 3 lots	50.00
J. Tilton	20.00

 \$420.00

Plantation lots:

J. H. Marble	\$20.00
J. F. Dearborn	20.00
E. P. Desroches	15.00
J. F. Shea	20.00
N. Desmond	20.00
Belle Dearborn	20.00
J. F. Howard, 2 lots	40.00

 \$155.00

Pines lots:

E. A. Thomas, 3 years	\$45.00
Atwood Rowe, 3 lots	50.00
D. J. Degan	15.00
E. Jacobs, 3 lots	45.00
J. Felch	15.00
H. Felch	15.00
H. Whitley	30.00
J. W. Dow	15.00
F. Gourhan	15.00
G. A. Merrill	15.00
G. A. Rowe	15.00
E. D. Libby	15.00

Pines lots (continued):

Mabel Guyon	\$7.50
A. Guyon, 2 lots	30.00
E. Dow, 2 lots	30.00
A. M. Roberts	15.00
J. M. Buswell	10.00
C. Herbert	15.00
D. J. Flanders	15.00
L. P. Hollander	20.00
H. E. Challis, 2 years	30.00
G. Francour	15.00
W. Shakespeare	15.00
J. J. Broe	15.00
G. Laskey	8.00
J. A. Francis	15.00
M. Gagne	10.00
N. Gagne	10.00
C. Lemeux	10.00
C. W. Powell, 2 lots	30.00
W. H. Starratt	15.00
C. O. Lailor, 2 lots	50.00
M. C. Johnson, 2 years	30.00
J. O. Langford	25.00
M. Moxley	20.00
E. Hodgdon	7.50
N. D. Lajoie	15.00
G. G. Pike, 2 lots	30.00
T. Clark	25.00
C. W. Paradis	15.00
H. L. Paradis	15.00
C. A. Paradis	15.00
Lucy Johnson	15.00
G. F. Dian	15.00
E. A. Spaulding	25.00
Jere Rowe	83.00
Fannie Morrison	15.00
H. J. Knowlton	15.00

Pines lots (continued):

W. Levesque	\$15.00
Carrie Roberts	15.00
W. E. Jerold	15.00
F. S. Pillsbury	15.00
J. Hutchinson	15.00
J. M. Beckman	15.00
A. B. Slausby	15.00
J. S. Panchaud	15.00
E. A. Sargent	25.00
B. Chase	25.00
A. C. McLendey	15.00
J. H. Kirkbright	15.00
J. O. Ellison, 3 years	24.00
H. B. Chisholm	15.00
Lee Fernald	25.00
B. O. Condon, 2 years	30.00
C. Bowman	20.00
A. Richmond	15.00
C. S. Russell	15.00
T. A. Peaslee	30.00
H. B. Alexander	25.00
F. Knowles	15.00
M. Brown	15.00
A. Green, 2 lots	30.00
S. A. Breathwaite	15.00
Baker Bros.	8.00
E. Newman, 2 lots	40.00
J. P. Ramsey	25.00
F. LaFlame	15.00
G. H. Twaddle	15.00
E. L. Davis	15.00
C. Moody	15.00
E. O. Proctor, 2 lots	40.00
J. E. Bourroughs	25.00
C. B. Lailor	15.00
R. Phelps	15.00

A. Rowe	\$22.50
C. Kingsley, 2 years	30.00
L. C. Ring, 4 lots	80.00
N. Lessard	15.00
C. D. Howard	30.00
J. A. Francis	15.00
F. E. Bond 2 lots, 2 years	60.00
F. Fogg	15.00
F. Mello	15.00
T. Brunnelle	20.00
J. P. Blair	15.00
T. Chase	15.00
R. F. Robinson, 3 lots	45.00
A. Oaks	15.00
Lizzie Frisbee	24.00
J. A. Dow	15.00
G. F. Dean	25.00
R. Butler	15.00
W. J. Knott	15.00
E. L. Stickney, 2 lots	30.00
C. F. Stone	15.00
D. Hannon	15.00
E. L. Dow	15.00
A. B. Pillsbury	25.00
J. Storey	30.00
T. H. Vincent	20.00
A. Dunbrack	15.00
G. W. Moore	15.00
L. H. Bryant	20.00
G. H. Bartlett, 2 years	40.00
G. H. Whitten	15.00
C. E. Locke, 2 years	30.00
W. L. Foster	15.00
J. S. Fowler, 3 years	24.00
C. S. Eaton	15.00

W. F. Stevens	15.00
F. Leavitt	15.00

\$2,338.50

From Scammon and Gardner:

J. W. Dow, land rent, 6 years	\$48.00
P. F. Grennier, land rent, 5 years..	75.00
M. Rowe, land rent, 4 years.....	32.00
J. L. Walton, land rent, 3 years....	75.00
E. A. Page, land rent, 2 years.....	100.00
Lizzie Frisbee, land rent, 4 years..	37.50
F. J. Dugay, land rent, 3 years.....	45.00

\$412.50

From Scammon and Gardner:

M. H. Dow, sewerassessment, 1909.	\$398.50
Hampton Beach Imp. Co., part of Granite State Land Co.....	1034.67
Granite State Land Co. sewer assess ment, 1909	520.40
G. O. Tilton, sewer assessment, 1909	224.34
G. H. Mansur, sewer assessment, 1909	261.28
C. M. Collins, sewer assessment, 1909	150.63

\$2,589.82

From court costs, Mitchell case, \$138.77

\$138.77

RECEIPTS OTHER THAN CURRENT REVENUE

From temporary loans:

Piscataqua savings bank, on note..	\$19,700.00
Elizabeth Pray, on note	1,000.00

\$20,700.00

From trust funds:

John P. Hoyt, cemetery fund.....	\$100.00	
John H. Morgan, cemetery fund	100.00	
		\$200.00

SUMMARY OF LAND RENT

From Hampton Beach Imp Co.....	\$500.00	
North Shore lots	360.00	
Place Cove lots	420.00	
Plantation lots	155.00	
Pines lots	2951.00	
		\$4,386.00

LAND RENT DUE

Belle S. Brown	\$20.00
Mabel M. Redman	20.00
L. W. King	40.00
H. Boynton	20.00
C. B. Dow	30.00
A. Richmond	15.00
H. W. Pervear	15.00
E. A. Page	70.00
H. St. Francis	45.00
T. G. Brunelle	40.00
C. Moody	45.00
D. Cantata	7.50
L. Gagne	10.00
June H. Morse	30.00
J. Langford	15.00
P. F. Grennier	15.00
F. J. Dugay	15.00

P. J. Dillion	\$25.00
C. M. Boyd	7.50
C. F. David	50.00
J. McGrath	30.00
J. L. Walton	25.00
C. E. Locke	15.00
H. F. Arnold	30.00
C. Fellows	15.00
M. E. Quimby	15.00
Nellie S. Bell	30.00
C. W. Locke	15.00
F. E. Bond	30.00
Fred Eno	30.00
M. Pillsbury	45.00
Nellie Locke	45.00
H. Felch	45.00
Cummings Bros.	20.00

\$925.00

Detailed Statement of Payments, 1918

TOWN OFFICERS' SALARIES AND EXPENSES

Paid J. B. Brown, selectman	\$100.00
J. B. Brown, assessor	100.00
J. Brown, collecting rents	150.00
E. G. Shaw, selectman	50.00
E. G. Shaw, assessor	100.00
Byron E. Redman, selectman	50.00
Byron E. Redman, assessor	100.00
Herbert Perkins, treasurer	100.00
E. G. Cole, collector	500.00
H. L. Tobey, town clerk	30.00
S. A. Shaw, auditor	9.00
C. F. Adams, auditor	9.00
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	\$1,298.00

TOWN OFFICERS' EXPENSES

Paid E. G. Eastman, supplies	\$9.38
J. W. A. Greene, record	10.00
Hamptons Union, printing	14.50
Hamptons Union, town report, '17	149.10
Hamptons Union, part of 1918 town report	35.00
J. S. Gilman	10.00
H. L. Tobey, bonds	40.30..
W. A. Grover, assessors' plans ..	186.96
J. B. Brown, postage	50.00
E. G. Cole, postage	60.76

Paid Bertha Snyder, copying	\$20.00
Expenses of selectmen and tax collector to tax meeting	23.35

\$609.35

ELECTION AND REGISTRATION

Paid J. F. Marston, moderator, '17-18..	\$25.00
W. M. Blake, supervisor checklist	30.00
W. T. Ross, supervisor checklist..	30.00
E. S. Batchelder, supervisor "	30.00
C. D. Palmer, election officer	18.00
W. E. Brown, election officer	13.00
E. Leavitt, election officer	3.00
M. W. Dunbar, election officer ...	10.00
H. L. Tobey, election officer	8.00
J. B. Brown, election officer	10.00
E. G. Shaw, election officer	10.00
B. E. Redman, election officer	10.00
J. B. Brown, lunches	10.00
Hamptons Union, printing	3.00

\$210.00

MUNICIPAL COURT

Paid A. L. Joplin, judge	\$100.00
H. M. Lamprey, judge	100.00
H. M. Lamprey, writs	5.81

\$205.81

TOWN HALL

Paid Exeter and Hampton Electric Co- lights	\$41.05
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Paid J. A. Janvrin, lumber	\$12.40
A. L. Joplin, labor	19.39
E. A. Filene, flag	12.50
Central Heating Co.	21.35
H. T. Weare, wood	25.00
E. Smith, sawing wood	11.00
F. Hill, labor	8.50
A. Dewhurst, labor	3.00
J. S Gilman, care of town clock ...	58.70
E. P. Brown, ringing town bell	12.00
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	\$224.89

POLICE

Paid R. E. Tolman	\$368.55
R. G. Haselton	377.60
E. McFarland	200.00
B. E. Redman	105.00
Uri Lamprey	9.00
A. Rowe	35.00
A. McDonald	35.00
D. J. Brown	20.00
W. J. Miller, auto	8.00
E. and H. Electric Co., lights.....	4.00
N. E. Telephone Co.	46.41
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	\$1,208.56

FIRE DEPARTMENT

Paid Kenneth Ross, team, 1917	\$9.75
A. H. Brown, services, 1917	79.70
Globe Mfg. Co. hose for Beach, '17	180.00
Hampton W. W. Co., hydrant service	2,060.00
T. H. Nudd, rent of fire house at Beach	150.00

Paid F. S. Mason, rent of fire house in	
town	\$100.00
F. S. Mason, team, 1918	15.00
H. M. Lamprey, fireward	3.50
A. Brown, 1918	35.00
G. W. Wiggin, town fireman	10.00
R. Haselton, town fireman	10.00
Uri Lamprey, town fireman	10.00
F. B. Redman, town fireman	10.00
J. F. Snyder, town fireman	10.00
W. E. Godfrey, town fireman	10.00
W. M. Blake, town fireman	10.00
F. Blake, town fireman	10.00
C. White, town fireman	10.00
M. Young, town fireman	10.00
M. J. Norton, town fireman	20.00
J. E. Cleveland, town fireman	10.00
C. D. Palmer, town fireman	10.00
R. Young, town fireman	10.00
O. W. Hobbs, town fireman	10.00
L. B. Brown, town fireman	10.00
G. W. Philbrook, town fireman	10.00
M. J. Norton, town fireman, 1918..	5.00
D. J. Mahoney, Beach fireman, 1917	10.00
J. S. Dudley, Beach fireman	10.00
A. H. Brown, Beach fireman	10.00
G. Ashworth, Beach fireman	10.00
Percy Brown, Beach fireman	10.00
T. Powers, Beach fireman	10.00
J. C. White, Beach fireman	10.00
A. Guyon, Beach fireman	10.00
C. W. Locke, Beach fireman	10.00
K. Ross, Beach fireman	10.00
C. Hills, Beach fireman	10.00
W. E. Lamb, Beach fireman	10.00
D. Hunter, Beach fireman	10.00
G. K. Webster, Beach fireman	10.00

Paid H. Stickney, Beach fireman	\$10.00
E. Langley, Beach fireman	10.00
F. Leavitt, Beach fireman	10.00
T. Sanborn, Beach fireman	10.00

\$2,997.95

MOTH EXTERMINATION

Paid G. H. Irvén	\$9.00
J. A. Moulton	40.50
H. Paul	15.75
H. Lamprey	13.50
G. Towle	6.75
T. Lamprey	13.50
L. Lamprey	4.50
M. Norton	3.00
C. H. Brown	2.25
E. Moorehouse	24.75
R. Flanders	22.50
F. Hill	24.75
N. Tolman	6.75
E. P. Brown	12.50
F. E. Perkins	35.00
A. B. Hastings, white pine blister appropriation	200.00

\$435.00

BOUNTIES

Paid Lydia E. Towle, soldier's exemption \$32.00

\$32.00

HEALTH DEPARTMENT

Paid J. P. Blake	\$63.50
O. L. Lane	114.00
C. L. Lamprey	65.50

Paid J. S. Nudd	\$180.25
C. Towle	73.00
Life Saving Device Co., lungmeter..	135.00
R. E. Tolman	41.90
A. W. Gookin	316.00
Mrs. W. T. Ross	3.50
E. Swansea, nurse	56.00
M. Leonard, nurse	84.00
Mrs. C. O. Stevens, board for nurses	75.00
Brooks' Garage, auto for nurses....	367.50
P. J. Paty	1.65
F. L. Long	75.00
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	\$1,651.80

VITAL STATISTICS

Paid H. L. Tobey, record births and deaths	\$10.05
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	\$10.05

HIGHWAY DEPARTMENT

State aid maintenance—Ocean boulevard:

Paid C. A. Towle.....	\$25.00
J. P. Blake	25.00
O. L. Lane	109.00
J. B. Brown	63.00
C. W. Clements	50.00
C. L. Lamprey	47.50
H. Lamprey	37.50
J. Price	37.50
F. Hill	12.50
C. A. Blake	10.00
E. Leavitt	132.00
J. Nudd	30.00
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\$579.00

Trunk line maintenance:

Paid J. P. Blake	\$60.62
C. Towle	63.46
F. Hill	25.65
O. L. Lane	151.25
J. Nudd	115.50
E. Leavitt	6.00
Barrett Mfg. Co., tarvia	1,730.14
E. H. and A. St. RY., car and gravel	45.00
O. L. Blake	30.00
M. Dunbar	31.60
A. Marston	36.60
C. L. Lamprey	33.12
H. Holmes	1.55
F. E. Perkins	100.50
C. H. Brown	6.00
C. A. Blake	37.81

\$2,474.80

Town maintenance

Paid Paul Nudd, 1917	\$60.00
O. L. Lane, 1917	58.25
A. B. Mace	25.67
W. A. Grover	90.37
C. L. Hills, snow paths	17.75
R. Flanders, snow paths	2.50
S. Towle, snow paths	1.43
A. Coffin, snow paths	5.00
C. H. Brown, snow paths	59.45
A. B. Mace	8.00
A. Dunbrack	5.50
S. Woodman	2.49
A. Collum	1.40
T. Lamprey	3.00
J. Ryder	2.40
J. Perkins	1.13

Paid S. Ware	\$1.63
G. Perkins	3.00
H. M. Lamprey	1.20
C. Fogg .....	.75
F. H. Fogg .....	.90
T. Locke	3.00
G. Lindsey	2.85
G. Towle	3.45
N. W. Fellows	72.00
A. Marston	5.00
Town of No. Hampton, tax .....	.70
C. M. Batchelder	5.00
C. B. Johnson	2.00
B. Dunbrack	2.10
A. Guyon	2.10
E. Brown	3.00
A. Lamprey	1.95
A. D. Garland	3.45
J. H. Philbrick	2.55
C. W. Leavitt	4.20
C. Johnson	3.00
H. Beede .....	.83
A. Bowley	2.12
J. Woodman	1.06
W. Philbrook	1.25
L. Keene	1.25
M. Roberts .....	.75
H. M. Lane	2.00
N. W. Fellows	13.45
J. P. Blake	120.00
O. L. Lane	211.50
L. Lamprey	58.50
F. Valley	17.50
C. Towle	77.50
J. Nudd	156.00
F. Hill	22.50
E. Leavitt	60.00

Paid C. A. Blake	\$31.00
E. L. Batchelder	10.30
C. G. Mitchell	14.00
E. H. & A. St Ry., car and gravel	916.79
Barrett Mfg. Co., tarvia	849.26
C. A. Blake	51.50
I. W. Brown, labor at Wingate's..	602.37
N. J. Norton	21.77
J. A. Janvrin, lumber	10.09
C. H. Brown	15.00
O. L. Lane	81.00
E. P. Brown	22.20
W. S. Brown, highway agent ...	643.99
F. E. James, highway agent	634.40
F. E. Perkins, highway agent ..	1,079.31

\$6,197.36

STREET LIGHTS

Paid Exeter & Hampton Electric Co., for street lights	\$3,283.79
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\$3,283.79

GENERAL EXPENSES

Paid J. B. Brown	\$6.00
J. P. Blake	43.35
F. Hill	20.00
O. L. Lane	102.00
C. H. Brown	7.55
C. L. Lamprey	5.50
C. W. Clements	6.00
C. Dewhurst	5.00
J. A. Moulton	10.30
E. P. Brown	5.00
H. Lamprey	10.00

Paid G. Perkins	\$1.50
E. G. Cole	141.02
Eastern Clay Goods Co., pipe	348.50
Eastern Clay Goods Co., cement ..	728.28
F. L. Bristol	46.50
Milo W. Hooke, painting sign boards	66.05
Dyer Supply Co.	80.50
B. & M. R. R., freight	68.22
N. J. Norton	5.50
J. A. Janvrin	34.30
A. Guyon	30.21
E. H. & A. St Ry.	62.68
C. G. Mitchell	82.00
A. Rowe	8.93
A. L. Joplin	11.50
H. L. Bond Co.	34.99
J. Breck & Sons	34.82
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	\$2,006.20

LIBRARY

Paid E. & H. Electric Co., lights	\$52.50
A. Collum	1.85
S. A. Shaw, appropriation	550.00
J. F. Williams, wood	36.00
J. F. Holmes, painting	88.18
H. T. Weare, wood	40.00
F. B. Jeffries	20.68
H. J. Hartford	9.00
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	\$798.21

CHARITIES

Town poor:

Paid Golden Rule Farm, board of R.

Emery
 \$169.64 |

Paid Jennie Powers, board of R. Emery	\$6.00	
R. E. Tolman, funeral expenses of John L. Lamprey	88.50	
E. P. Brown, funeral expenses of Connell Bros.	7.00	
		\$271.14

MEMORIAL DAY

Paid J. G. Mace, appropriation	\$75.00	
		\$75.00

CEMETERIES

Paid C. M. Batchelder, appropriation...	\$200.00	
E. G. Cole, care and supplies for hearse	96.00	
R. E. Tolman, care of hearse	43.00	
		\$339.00

RECREATION

Parks:

Paid P. Breck & Sons, settees for Ocean park	\$172.69	
R. C. Cook, care of Railroad park	15.00	
		\$187.69

INTEREST

Paid Piscataqua Savings bank	\$2,179.86	
Clara Poor Philbrick	145.00	
W. J. Drew	450.00	
Estate Abbott Norris.....	63.00	
Trustees of trust funds	305.39	

Paid I. E. Lane	\$20.00
Congregational society	247.50
Elizabeth Pray	45.00
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	\$3,455.75

TRUNK LINE CONSTRUCTION

Paid Thomas & Murphy	\$3,000.00
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	\$3,000.00

SEWER CONSTRUCTION

No. of feet laid	4,712
No. of manholes built	15
No. of houses cared for by sewer.	175
Paid N. Fellows ,team, 1917	\$190.00
W. A. Grover, 1917	135.70
Cashman Bros., 1918	94.47
H. L. Bond Co.	36.69
L. C. Ring, brick	30.91
Eastern Clay Goods Co.,pipe	130.00
J. B. Brown	75.00
C. W. Clements	178.15
J. P. Blair	126.65
J. Valley	79.75
N. Gagne	102.00
O. Valley	83.50
C. Valley	27.50
A. Gagne	117.25
J. Valley	57.50
D. Dupley	112.50
A. Hearnult	95.00
J. Hearnult	55.42
J. Smith	17.50
H. Gagne	47.50
R. Hennesey	12.50

Paid S. Sawin	\$12.50
C. L. Lamprey	76.65
C. A. Blake	74.15
H. Lamprey	25.00
F. Hill	12.50
J. Price	12.50
O. L. Lane	11.00
J. Nudd	30.00
E. Leavitt	12.00
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	\$2,071.79

BREAKWATER

Paid Paul Nudd, team, 1917	\$55.50
O. L. Lane, team, 1917	56.00
Eastern Clay Goods Co., cement ...	1,284.40
C. G. Mitchell, auto	523.75
E. L. Dow, gas	12.10
E. H. & A. St. Ry., car and gravel..	146.33
J. B. Brown	120.00
C. W. Clements	157.25
C. L. Lamprey	99.40
J. P. Blake	121.00
O. L. Lane	273.75
C. A. Blake	16.00
W. Emery	3.50
M. Gagne	108.45
R. Gagne	37.50
J. Valley	88.75
C. A. Towle	63.00
F. A. Brook	2.40
N. W. Fellows	98.25
A. Gagne	80.95
J. P. Blair	91.50
D. Dupley	83.45

Paid L. Valley	\$11.25
A. L. Coffin	114.00
H. Gagne	32.20
P. Gagne	41.50
J. Gagne	14.00
J. Price	16.00
J. S. Nudd	36.00
M. W. Brown	4.20
Hampton Centre Garage	2.40
	<hr/>
	\$3,794.78

TEMPORARY LOANS

Paid Cashman Bros.	\$4,725.08
Piscataqua bank	3,000.00
Estate of Abbott Norris	1,200.00
Piscataqua bank	20,000.00
	<hr/>
	\$28,925.08

NOTES

Paid Elizabeth Pray, note	\$400.00
	<hr/>
	\$400.00

STATE AND COUNTY TAXES

Paid state treasurer	\$3,944.00
County treasurer	5,120.23
	<hr/>
	\$9,064.23

SCHOOLS

Paid John F. Marston	\$5,094.00
Hampton Centre Garage	4.40
C. S. Toppan, High school	1,000.00
J. B. Brown, High school supplies	411.75
R. E. Tolman	25.00
C. A. Lyon, school garden fund ..	50.00
	<hr/>
	\$6,585.15

COLLECTOR'S DEPARTMENT

Paid E. G. Cole, Discount, 1917.....	\$595.07
E. G. Cole, non- resident property sold	631.34
E. G. Cole, resident property sold..	877.92
E. G. Cole, abatement on poll taxes	34.00
E. G. Cole, town tax	640.80
E. G. Cole, non-resident abatement	332.63
E. G. Cole, resident abatement	120.80
	<hr/>
	\$3,232.56

LAW DEPARTMENT

Paid Scammon & Gardner:	
services in Mitchell case, 4 years	\$750.00
legal services, 1917	125.00
legal services, 1918	150.00
expenses sheriff's fees, court costs	94.63
	<hr/>
	\$1,119.63

RECORD OF ABATEMENTS, 1918

Poll taxes:	
Cyrus W. Brown (over seventy)	\$2.00
George Brown (over seventy)	2.00

C. J. Carpenter	\$2.00
M. W. Dunbar	2.00
L. Fish	2.00
F. H. Gay	2.00
R. S. James	2.00
J. Kimball	2.00
H. C. Mace	2.00
J. B. Marston	2.00
H. P. Pitcher	2.00
J. Roches	2.00
J. Tobin	2.00
G. W. Tottle	2.00
C. E. Walker	2.00
H. Whitney	2.00
B. T. Leavitt (over seventy)	2.00

\$34.00

Abatement on non resident real estate:

C. E. Greenman	\$64.00
Abby M. Ahearn	4.00
L. M. Gates	4.80
H. F. Swain	6.00
J. L. Tilton	1.60
J. F. Walker	2.40
Amy Sampson	2.40
Mary Carlton	10.00
E. L. Staples	4.20
A. G. Armington	8.00
Heirs of Sarah Janvrin	24.00
F. M. Leavitt	32.00
C. Bragg .....	.32
A. Crowell	22.40
Heirs of M. Moulton .....	.48
Orice Moulton .....	.48
W. S. Pillsbury	16.00
M. Guyon	8.00
J. Drake .....	.16

D. J. Moulton	\$0.32
Heirs of Henry Marston .....	.40
R. Taylor .....	.80
A. Smith .....	.96
C. R. Sanders	17.60
F. Lockwood	6.40
J. W. Howarth	20.80
J. Benoit	7.80
G. Wath	1.19
Amy Brown	1.60
Heirs of N. Healey	1.20
L. Seely	1.28
T. G. Moulton .....	.80
R. Butler	8.00
W. A. Shaw .....	.80
G. Moulton	1.44
E. Diamond	50.00

\$332.63

Abatement on resident property:

Heirs of G. E. Blake	\$16.00
Heirs of G. A. Johnson	8.00
H. M. Lane	16.00
Heirs of J. E. Yeaton	16.00
Heirs of J. L. Leavitt	4.80
F. E. Brooks	12.40
J. F. Snyder	12.80
D. A. Munsey	3.20
Heirs of Mary Cole	8.00
Levi Willcutt	18.40
G. R. Purdy	4.80
S. J. Panchaud .....	.40

\$120.80

AUDITORS' REPORT

Hampton, N. H. February 7, 1919

We have this day examined the foregoing accounts of the Selectmen of Hampton and find them correctly cast and the disbursements well vouched.

CHARLES FRANCIS ADAMS,
SIMEON A. SHAW,

Auditors.

Treasurer's Report

RECEIPTS

Balance in treasury.....	\$2,217.51
From E. G. Cole, collector, tax, 1918..	37,525.00
E. G. Cole, collector, tax, 1917... .	4,996.24
E. G. Cole, collector, sewer, 1909..	398.50
E. G. Cole, collector, sewer, 1916..	101.00
E. G. Cole, collector, sewer, 1918..	7,850.00
E. G. Cole, collector, poll tax, 1917	185.00
E. G. Cole, collector, poll tax, 1918	742.00
Scammon & Gardner, sewer, 1909	2,194.32
H. L. Tobey, clerk, dog tax.....	126.60
Piscataqua savings bank, note... .	19,700.00
Elizabeth Pray, note.....	1,000.00
Hampton Beach Imp. Co.,.....	500.00
Land rent	3,883.00
Tax, 1914-15-16-17	1,409.05
Cemetery funds	200.00
State, highway department.....	1,090.00
Insurance tax	3.75
Railroad tax	867.16
Bank tax	1,175.61
Literary fund	143.00
School fund	300.00
Building and Loan	14.73
Excise Commission, balance.....	1.60
Graves & Ramsdell, alley license..	40.00
R. Ring, corn and chair licenses..	350.00
Railroad, license	100.00
Goldstein Bros., license	100.00
W. J. Bigley, license, 3 years	150.00

From court costs, Mitchell case	\$138.77
Interest on deposits	81.00
Cement and pipe	17.05
Fees for primary	8.00
Rent of town hall	25.00
Rent of town hall lot	15.00
Pine blister fund	37.67
Team for ploughing	55.50
Town of Seabrook, auto and nurses	24.54
Red Cross pay for nurses	201.00
Balance of school fund	4.00
Cemetery lots	120.00
Use of hearse	32.00
Bank Cr.	3.89
A. L. Joplin, court fines	9.38
H. M. Lamprey, court fines	419.00
	<hr/>
Total	\$88,555.87

EXPENDITURES

Paid state treasurer	\$3,944.00
County treasurer	5,120.23
Selectmen's orders	77,785.94
	<hr/>
Total expenditures	\$86,850.17
	<hr/>
Balance in treasury	\$1,705.70

HERBERT PERKINS,

Treasurer.

AUDITORS' REPORT

Hampton, N. H. February 7, 1919

We have this day examined the foregoing accounts of Herbert Perkins, treasurer, for the year ending Jan. 31, 1919, and find the same correctly cast and satisfactory vouchers for all disbursements. Receipts and cash on hand are \$88,555.87, and the disbursements \$86,850.17, and the balance on hand at close of year, \$1705.70.

CHARLES FRANCIS ADAMS,
SIMEON A. SHAW,

Auditors.

Hampton Beach Precinct Treasurer's Report

RECEIPTS

Balance in treasury from last year.....	\$17.21
Received from E. G. Cole, collector, Nov. 11, 1918	625.00
Received from E. G. Cole, collector, Jan. 11, 1919	565.00
	<hr/>
Total receipts	\$1,207.21

EXPENDITURES

Paid K. N. Ross, hauling ladders and hose	\$2.15
E. & H. Electric Co., fire department lighting	11.00
Amos Guyon, putting up and paint- ing swings	27.00
A. H. Brown, care of trucks	225.00
E. & H. Electric Co., boulevard light- ing	500.00
N. H. State Fireman's Association, fireman's insurance	10.00
W. E. Lamb, services as clerk and treasurer	15.00
	<hr/>
Total expenditures	\$790.15

Total receipts	\$1,207.00
Total expenditures	790.15
	<hr/>
Balance in treasury	\$417.06

W. E. LAMB,
Treasurer.

AUDITORS' REPORT

Hampton, N. H. February 7, 1919

We have this day examined the foregoing accounts of W. E. Lamb, treasurer of the Beach Precinct, and find them correctly cast and the disbursements well vouched.

JOSEPH S. DUDLEY,
WARREN J. DREW,
Auditors.

REPORT OF THE TRUST FUNDS OF THE TOWN OF HAMPTON.

Date of Creation	Trust Funds—Purpose of Creation	How Invested	Amt. of Principal	Rate of Int.	Income during Year	Expend. during Year
May 2, 1887,	John P. Towle, poor fund	Hampton, N. H. Town Note	\$2000	3 ½	\$70.00	\$70.00
May 1, 1898,	John P. Robinson, poor fund		1000	3 ½	35.00	35.00
July 1, 1903,	Sarah A. Shaw, poor fund		500	3 ½	17.50	17.50
July 1, 1891,	Sewell W. Dow, cemetery fund		100	3 ½	3.50	3.50
Feb. 17, 1894,	Thomas Leavitt, cemetery fund		200	3 ½	7.00	7.00
May 1, 1906,	Josiah Webster, cemetery fund		50	3 ½	1.76	1.76
May 1, 1906,	John H. Fogg, cemetery fund		100	3 ½	3.50	3.50
Jan. 1, 1906,	Mary A. Palmer, cemetery fund		100	3 ½	3.50	3.50
Jan. 1, 1911,	Ellen Mowry, cemetery fund		100	3 ½	3.50	3.50
July 1, 1910,	Jacob B. Leavitt, cemetery fund		100	3 ½	3.50	3.50
July 1, 1911,	Frank A. Lamprey, cemetery fund		100	3 ½	3.50	3.50
April 1, 1913,	David A. Philbrick, cemetery fund		100	3 ½	3.50	3.50
April 1, 1914,	Mary A. Getchell, cemetery fund		100	3 ½	3.50	3.50
April 1, 1916,	William Ladd Dodge, cemetery fund		200	3 ½	7.00	7.00
April 1, 1916,	Charles G. Marston, cemetery fund		100	3 ½	3.50	3.50
Oct. 1, 1916,	Jonathan Taylor, cemetery fund		100	3 ½	3.50	3.50
Oct. 1, 1916,	George M. Towle, cemetery fund		100	3 ½	3.50	3.50
July 1, 1910,	John N. Marston, cemetery fund		100	3 ½	3.50	3.50
Oct. 1, 1916,	John Shaw, cemetery fund		100	3 ½	3.50	3.50
May 2, 1887,	John P. Towle, water fund		100	3 ½	3.50	3.50
April 1, 1917,	A. Marie Currier, library fund		2000	3 ½	70.00	70.00
April 1, 1917,	A. Marie Currier, cemetery fund		1000	3 ½	35.00	35.00
Oct. 1, 1917,	Lydia P. Towle, cemetery fund		200	3 ½	7.00	7.00
April 1, 1917,	Elizabeth W. Brown, cemetery fund		100	3 ½	3.50	3.50
April 1, 1918,	John P. Hoyt, cemetery fund		100	3 ½	3.50	3.50
Oct. 1, 1918,	Jon H. Morgan, cemetery fund		100	3 ½	3.50	3.50

Trust Funds

AUDITORS' REPORT

Hampton, N. H., Feb. 6, 1919.

We hereby certify that the Board of Trustees of the Trust Funds have exhibited to us the following securities, namely:

Eleven notes of the Town of Hampton to the total amount of eighty-eight hundred and fifty dollars, as follows:

\$3500 at 3½ per cent. dated Apr. 1, 1916,
1450 at 3½ per cent. dated Apr. 1, 1916
100 at 3½ per cent. dated Oct. 1, 1916
100 at 3½ per cent. dated Oct. 1, 1916
100 at 3½ per cent. dated Oct. 1, 1916
100 at 3½ per cent. dated Jan. 1, 1917
3000 at 3½ per cent. dated April 2, 1917
100 at 3½ per cent. dated Apr. 2, 1917
200 at 3½ per cent. dated Oct. 1, 1917
100 at 3½ per cent. dated Apr. 1, 1918
100 at 3½ per cent. dated Oct. 1, 1918

The total amount of interest received by the Trustees was \$305.39 and the total payments were \$305.39, with satisfactory vouchers for the same.

CHARLES FRANCIS ADAMS,
SIMEON A. SHAW,

Auditors.

Reports of Highway Agents

REPORT OF WILLIAM S. BROWN, HIGHWAY AGENT

EXPENDITURES

Paid George W. Barbour	\$73.50
William S. Brown	112.81
B. H. Blake	130.63
G. W. Dearborn	25.00
H. M. Lane	12.00
B. A. Blake	45.75
D. A. Marston	20.00
J. W. Towle	7.50
J. C. Blake	19.05
E. J. Mace	48.00
G. W. Godfrey	27.50
H. T. Weare	19.05
R. Lamprey	30.00
E. M. Leavitt	13.20
<hr/>	
Total expenditures	\$643.99
Received from town	\$643.99

AUDITORS' REPORT

Hampton, N. H. February 4, 1919.

We have this day examined the foregoing accounts of William S. Brown, highway agent, and find it correctly cast and the disbursements well vouched.

CHARLES FRANCIS ADAMS,

SIMEON A. SHAW,

J. A. JANVRIN,

Auditors.

REPORT OF FRANK E. JAMES, HIGHWAY AGENT
EXPENDITURES

Paid O. L. Lane	\$29.25
A. L. Coffin	205.00
C. T. Brown	27.00
C. F. Nichols	14.37
J. E. James	11.25
L. Dunbar	7.50
M. Dunbar	21.86
Charles E. Cutts	20.00
M. M. James	32.25
J. R. Towle	6.00
D. A. Marston	32.50
F. E. Perkins	28.00
Charles Brown	24.00
S. L. Nudd	18.00
Benjamin Leavitt	1.00
Charles Towle	8.75
F. E. James	115.62
C. T. Brown, gravel	11.80
H. G. Lane, gravel	2.40
M. M. Batchelder	11.60
<hr/>	
Total expenditures	\$628.15
Received from town	\$628.15

AUDITORS' REPORT

Hampton, February 4, 1919

We have this day examined the foregoing accounts of Frank E. James, highway agent, and find the same correctly cast and well vouched.

CHARLES FRANCIS ADAMS,
SIMEON A. SHAW,
JOHN A. JANVRIN,

Auditors,

REPORT OF FRED E. PERKINS, HIGHWAY AGENT

EXPENDITURES

Paid I. Atkinson	\$19.69
E. P. Brown	10.00
F. W. Brown	5.00
C. A. Blake	92.91
J. P. Blake	39.06
H. W. Emery	34.06
A. Godfrey	2.50
O. Godfrey	4.80
F. L. Hill	36.56
A. Johnson	3.00
C. L. Lamprey	13.75
I. E. Leavitt	3.75
T. Locke	12.50
H. G. Lane, gravel	11.50
R. Lamprey	6.25
J. A. Moulton	36.56
J. Nudd	5.00
S. L. Nudd	5.00
F. E. Perkins	58.15
F. E. Perkins, gravel	5.40
R. Smith	1.56
C. A. Towle	74.06
C. H. Brown, team	123.75
E. M. Leavitt, team	62.25
S. L. Nudd, team	177.75
F. Palmer, team	93.75
H. G. Perkins, team	42.75
F. E. Perkins, team	98.00
<hr/>	
Total expenditures	\$1,079.31
Received from town	\$1,079.31

AUDITORS' REPORT

Hampton, February 4, 1919

We have this day examined the foregoing accounts of Fred E. Perkins, highway agent, and find them correctly cast and well vouched.

CHARLES FRANCIS ADAMS,
SIMEON A. SHAW,
JOHN A. JANVRIN,

Auditors.

Report of Cemetery Association

FUNDS FOR THE PERPETUAL CARE OF LOTS

Washingto H. Godfrey, deposited in Amoskeag Savings Bank, at Manchester, N. H.....	\$100.00
Frances D. Lane, deposited in Amoskeag Savings Bank at Manchester, N. H.....	50.00
Howard G. Lane, for heirs of E. W. Lane, deposited in Amoskeag Savings Bank at Manchester, N. H.	50.00
Mary B. Pearl, deposited in Amoskeag Savings Bank at Manchester, N. H.	100.00
John E. Thayer, deposited in New Hampshire Savings Bank at Concord, N. H., for care of lot in Pine Grove Cemetery, the Thayer lot . .	100.00
D. W. Emery, deposited in New Hampshire Savings Bank at Concord, N. H. for care of lot in South Cemetery, known as the Willard Emery lot	100.00
Mrs. Mary E. Batchelder, deposited in Amoskeag Savings Bank at Manchester, N. H.	100.00
Annie C. Brown, deposited in Amoskeag Savings Bank at Manchester, N. H.	100.00
Maria H. Dow, deposited in New Hampshire Savings Bank at Concord, N. H. for care of Joseph A. Dow lot in Hampton Cemetery....	100.00
Total cemetery funds on deposit.....	<hr/> \$800.00

RECEIPTS

Balance on hand	\$50.23
Balance town appropriation, 1917	100.00
From J. Parker Blake, for making over	
Emmons B. Blake lot, 1917	16.00
Mabel Johnson, care of lot, 1917 ...	2.50
Mary Johnson, care of lot, 1917....	2.50
Mrs. William Lamprey, making over	
lot	18.00
Flora Wilbur, care of lot, 1917	2.50
Kate Snyder, mowing lot .....	.50
Mrs. Nellie Akerman, mowing lot...	.25
Charles R. Palmer, care lot, 1917 ...	2.50
Mary Emma Locke, care of lot	2.50
Georgia Coffin, making over lot ...	18.00
Mrs. M. F. Smith, making over lot,	
1917	16.00
D. Canning, foundation for George	
B. Blake	6.78
F. B. Dunbar, mowing lots .....	.25
J. F. Williams, mowing lot .....	.50
Mrs. George I. Davis, mowing lot...	.25
Charles Towle, making over half lot	1.75
I. A. Glines, mowing lot .....	.25
Town of Hampton, part of appropria-	
tion	100.00
James Leavitt, mowing lot .....	.50
J. H. Philbrick, mowing lot .....	.25
E. P. Brown, mowing lot .....	.50
Bertha Crummett, Jos. R. Sanborn	
lot	18.00
Six months interest perpetual care of	
lots	53.38
I. A. Glines, mowing lot .....	.25
Amoskeag Savings bank, interest...	20.13
New Hampshire savings bank, int..	12.24
David Philbrick, labor on stone , , ,	1.00

Paid David G. Jackson, making over lot and resetting stone	\$19.00
George W. Lane, making over lot, 1917	16.00
Mrs. Edward Godfrey, making over lot,	18.00
Thomas Lane, making over lot	18.00
Irvin E. Drake, making over lot	18.00
Six months interest, perpetual care of lots	55.13
Mowing lot .....	.25
Frank Perkins, care of lot	2.50
	<hr/>
Total receipts	\$594.39

EXPENDITURES

Paid Frank B. Brown for sod.....	\$14.00
W. T. Ross, balance for labor, 1917.	61.12
Hamptons Union, advertising,	1.35
Arthur Collum, labor	6.52
John Janvrin, lumber .....	.75
Hugh Brown, labor and team	26.09
B. F. Haselton, labor	3.10
W. T. Ross, labor and team ending July 29, 1918	146.64
Henry T. Weare, labor ending Nov. 11, 1918	200.00
George M. Dearborn, labor	15.93
W. T. Ross, foundation on George B. Blake lot	6.78
J. A. Lane & Co., stock	8.71
Estate E. W. Lane, loam	26.95
Charles M. Batchelder, stamps	2.00
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Total expenditures	\$519.94
	<hr/>
Balance on hand	\$74.45

Report of the Library Committee

RECEIPTS

Balance from last year	\$17.83
From town	550.00
Currier fund	70.00
Fines	5.36
Catalogues sold .....	.75
Cards sold	1.40
	<hr/>
Total receipts	\$645.34

EXPENDITURES

Paid for new books	\$197.96
binding books and magazines	30.46
Three Audubon bird charts	4.50
Periodicals for reading room	61.85
300 cards	2.50
Oiling clock .....	.75
Express and freight	1.28
Money orders and postage	1.75
Mowing lawn	2.50
Putting wood in basement	4.50
Stationery, ink and pens .....	.75
Repairs on mower .....	.38
Library supplies: oil can, oil, twine	1.00
Recording book and postage .....	.150
Salary of librarian	230.00
janitor's services	35.00
	<hr/>
Total expenditures	\$576.68
	<hr/>
Balance on hand	68.66

AUDITORS' REPORT

Hampton, February 19, 1919.

We have this day examined the foregoing accounts of the Librarian and find them correctly cast well ouchevd with a balance on hand of \$68.66.

CHARLES FRANCIS ADAMS,
SIMEON A. SHAW,

Auditors.

The additions to the library for the year ending Jan. 31, 1919, have been 156 volumes by purchase, 12 volumes by gift and 5 by binding magazines, making a total of 173 volumes. Total number of books catalogued, 5,537.

The number of books issued for the month of February, 1918, 749; March, 789; April, 545; May, 582; June, 647; July, 762; August, 850; September, 580; October, 717; November, 741; December, 576; January, 1919, 818, making a total of 8,356. Number of books issued to summer visitors, 357.

Three bird charts have been purchased of the Mass. Audubon Society and hung on the walls. Charts No. 1 and 2 represent 52 of our common summer birds; chart No. 3, 20 of our winter visitors, all life size. They make an attractive exhibit and are proving to be of interest not only to the children but to all who are interested in birds.

On the tables in the reading room may be found the following periodicals for 1919:

Harper's Magazine, Century, Review of Reviews, Outlook, Literary Digest, Red Cross Magazine, American Botanist, Geographic Magazine, Popular Science, Electrical Experiments, Outing, St. Nicholas, Ladies' Home Journal, To-Day's Housewife, Saturday Evening Post, Youth's Companion, American Boy, Ills. London News, Scientific American, Leslie's Weekly, Bird Lore, Life,

News-Letter, Hamptons Union, New England Homestead
and Union Signal.

S. ALBERT SHAW,
CHARLES M. BATCHELDER,

Library Committee

Report of Fires 1918

The following fires involving buildings occurred during the year 1918:

January 15, dwelling occupied by George D. Dodge; owned by George D. Dodge; cause, caught from adjoining cottage; total loss.

January 15, summer dwelling; unoccupied; owned by George W. Marsden; cause, defective electric wiring; total loss.

Jan. 15, summer dwelling; unoccupied; owned by John L. Robertson; cause, caught from adjoining cottage; total loss.

June 4, Coal shed; unoccupied; owned by Thomas Cogger; cause, unknown; total loss.

June 5, summer dwelling; unoccupied; owned by heirs of Hattoe Potter Agnero; cause unknown; partial loss.

Academy and High School

Officers of Trustees

HOWARD G. LANE	President
CHARLES M. BATCHELDER	Secretary
CHRISTOPHER S. TOPPAN	Treasurer

Staff of Teachers

CLEMENT A. LYON, B. S. HEADMASTER

Agriculture, Science, and Manual Training

ALBERTA STEUERWALD, B. S., Domestic Arts, History

*LILLIAN MOSES, B. A. English and French

HELEN KIMBALL English and French

MILDRED GREENE, B. A. Latin and Mathematics

*Resigned June, 1918

Calendar

School opens	September 9, 1918
Fall term ends (12 weeks)	November 27, 1918
Christmas vacation begins	December 20, 1918
Christmas vacation ends (2 weeks)	January 6, 1919
Winter term ends (12 weeks)	March 7, 1919
Easter vacation begins	March 21, 1919
Easter vacation ends	March 31, 1919
Spring term ends (12 weeks)	June 6, 1919
Graduation	June 11, 1919
Graduated, June 20, 1918,	10
Average enrollment, 1917-18.....	48
Per cent. of attendance	95.3

INVESTED FUNDS OF HAMPTON ACADEMY

Pacific Telephone & Telegraph Co., 5 per cent.	\$1,000
Southern Bell Tel. & Tel. Co. 5 per cent.	500
Chicago Railway Co., 5 per cent.	1,000
Indianapolis Water Co., 5 per cent.	1,000
New York Central Railway, 6 per cent.	2,000
Southern Pacific Co., 5 per cent.	2,000
Am. Agricultural Chemical Co., 5 per cent.	2,000
Am. Telephone & Telegraph Co., 5 per cent.	2,000
Merriman Land Co., 5 per cent.	500
New York Central Railway, 4 per cent.	1,000
N. E. Telephone & Telegraph Co., 5 per cent.	1,000
Middle West Utilities Co., 6 per cent.	10,000
One U. S. Liberty Loan bond, 4 per cent.	2,000
Massachusetts Real Estate, 20 shares	
<hr/>	
Piscataqua Savings Bank, Portsmouth.	70.95
Portsmouth Savings Bank	58.28
Mechanics Savings Bank, Manchester.	5,000.00
New Hampshire Fire Insurance Co.	2,200.00
New Hampshire Fire Insurance Co.	2,300.00

REPORT OF C. S. TOPPAN, TREASURER OF HAMPTON ACADEMY AND HIGH SCHOOL, FROM FEBRUARY 14, 1917 TO AUGUST 31, 1918.

RECEIPTS

One term of 1917.

Cash on hand.....	\$143.51
From H. G. Lane, int. to May 31, 1917..	685.00
N. Hampton tuition to May 31, 1917	133.34
Hampton Falls tuition, May 31, 1917	10.00
Seabrook tuition to May 31, 1917..	56.67
Edward Tuck gift	200.00
Town of Hampton	500.00

Three Terms of 1917-18

From North Hampton tuition.....	440.00
Hampton Falls tuition	70.00
Town of Hampton	1,500.00
Seabrook tuition	270.00
H. G. Lane, interest	1,585.25
Mass. Real Estate	40.00

Total receipts \$5,633.77

EXPENDITURES

From February 14, 1917 to August 31, 1918.

One Term in 1917.

Paid Miss Georgia Hamilton, teaching.	\$266.68
Miss C. F. Jenne, teaching	266.68
Miss Beatrice Staples, teaching ...	111.12
C. A. Lyon, teaching	444.44
Roland I. Noyes, janitor	27.00
Joseph Breck & Sons	8.85
Augustus Young	2.75
Central Heating & Plumbing Co... ..	2.24
Thomas Cogger, coal, etc.	67.76

Paid First National Bank	\$300.00
Hampton Centre Garage .....	.70
Charlotte Jenne, laundry bill	4.78
R. S. Costello & Co.	1.50
C. A. Lyon, expense stage bill	4.98
Hamptons Union, printing	9.75

Three Terms in 1917-18

Paid C. A. Lyon, teaching	\$1,200.00
Miss L. E. Moses, teaching	266.71
Miss M. S. Greene, teaching	595.00
Miss A. N. Steuerwald, teaching	600.00
Safe Deposit box	6.00
John A. Janvrin, lumber	57.89
Dervis Estate	7.15
Thomas Cogger, wood	150.03
F. S. Mason, wood	31.00
E. G. Cole, wood	18.00
V. G. Garland, chemicals	1.60
Albert T. Lane, telephone bill	3.21
Hampton Water Works Co.	12.00
R. A. Piper, carpenter work	170.76
Herbert Perkins, for domestic Sci-	1.89
J. A. Perkins, floral diploma basket	5.00
Central Heating & Plumbing Co...	211.92
Harold Holmes, janitor	6.90
Joseph F. Holmes, painting	196.28
Irving W. Brown, repairing chimney	31.37
H. L. Tobey, insurance	46.00
Fred G. Carter, moving piano	10.00
C. H. Brown, hauling sand	3.00
A. J. Wilkinson & Co. vise and anvil	22.40
E. G. Cole & Co.	3.14
Stillman W. Hobbs, janitor	68.85
C. F. Adams, printing	15.15
Albert T. Johnson, milk for domes-	
tis science	1.63
Otis S. Brown, insurance	44.00

Paid G. H. Smith, sharpening tools . . .	\$4.60
Dodge, Haley Co., hardware	39.13
Augustus Young, hardware	10.44
Charles R. Sargent, tuning piano..	2.50
H. G. Lane coal for domestic Sci- ence, printing, etc.	141.77
Howard Brown, diplomas	10.50
C. A. Lyon, trip to Keene, N. H. . .	15.58
	<hr/>
Total expenditures	\$5,554.99
	<hr/>
Balance on hand	\$78.78

REPORT OF J. B. BROWN, HIGH SCHOOL SUPPLIES
EXPENDITURES

Paid J. L. Hammett & Co.,	\$23.77
Columbia School Supply Co.	1.11
A. C. Libby	1.04
P. R. Zeigler Co.	60.16
L. E. Knött App. Co.	51.84
American Book Co.	58.55
Ginn & Co.	51.73
Allyn & Bacon	9.31
C. Scribner	6.15
E. E. Babb & Co.	139.41
Muchmore & Rider	3.93
D. C. Heath & Co.	7.92
Baker, Taylor & Co.	6.71
E. G. Cole & Co.	2.23
	<hr/>
Total expenditures	\$423.86
Received from town	\$411.75
	<hr/>
Balance on hand	\$12.11

School Treasurer's Report

REPORT OF JOHN F. MARSTON, TREASURER OF
THE BOARD OF EDUCATION, FROM FEBRU-
ARY 17, 1917, TO SEPTEMBER 1, 1918.

RECEIPTS

Balance on hand	\$343.29
From town, balance due 1916	672.84
Town, from Mar., 1917, to July, '18.	6,094.00
C. M. Batchelder, sale car tickets	186.00
Total receipts	\$7,296.13

EXPENDITURES

Teachers

Paid Ellen H. Linton	\$892.92
Dorothy Bamforth	234.00
Freda White	637.00
Dorothy B. Stevens	567.00
Adeline C. Marston	447.10
Beatrice Staples	104.18
Lillian E. Moses	217.50
Hillen C. Johnson	199.80
Marion Murphy	396.00
Helen Peabody	36.00
Autene McNabb	12.00
Josephine J. Sterns	20.00
Anna D. Akely, bal. due C. L. Akely	42.00
Albert T. Lane, superintendent	607.60

\$4,413.10

Miscellaneous

Paid Frank M. Cilley, treasurer's bond . .	\$6.00
Portsmouth Trust & Guarantee, int.	26.25
Mrs. J. A. Blake, cleaning N. S. H..	7.00
Hampton W. W. Co., for C. S. H....	10.10
Hampton W. W. Co., for E. S. H....	10.62
Agustus Parker, labor on vault	12.00
Frank H. Fogg, cleaning school floor	10.00
A. D. Garland, labor on school yards	3.00
K. N. Ross, express & moving organ	4.07
Edith C. Warren, telephoning and stationery . . . . .	.75
Moses W. Brown, tuning pianos . . .	4.92
John F. Marston, ledger and postage	2.37
Mrs. S. B. Batchelder, enumerator . .	8.00
Charles M. Batchelder, salary	25.00
Christopher S. Toppan, salary	25.00
John F. Marston, salary	25.00
R. E. Tolman, truant officer	11.50
	<hr/>
	\$191.58

Repairs

Paid John A. Janvrin, lumber	\$5.92
Arthur Collum	2.60
Central Heating & Plumbing Co. . .	79.73
Joseph F. Holmes, painting C. S. H.	187.98
John S. Gilman	10.80
Irving W. Brown	8.04
Walter J. Palmer	87.89
John F. Marston, stock and labor . .	53.16
	<hr/>
	\$436.12

Janitors

Paid Carroll Stevens	\$116.50
Guy L. Garland	42.00
Wesley Brown	18.50
H. J. Holmes	7.75
A. D. Garland	86.00
Lester W. Blake	4.00
	<hr/>
	\$274.75

Fuel

Paid Frank S. Mason, wood	\$198.00
Albert Dewhurst	44.85
John A. Janvrin	22.00
George W. Tuttle, sawing	10.50
John C. Blake, sawing	3.00
Guy S. Garland, housing	5.00
	<hr/>
	\$283.35

Transportation

Paid Exeter, Hampton & Amesbury St.	
Railway	\$720.00
Jessie R. Towle	360.00
	<hr/>
	\$1,080.00

Supplies

Paid Edward E. Babb & Co.	\$158.16
Charles Scribner & Sons	11.26
Allyn & Bacon	18.60
Silver, Burdette & Co.	7.60
Ginn & Co.	6.87
American Book Co.	13.76
Masury, Young & Co.	13.00
J. A. Lane & Co.	34.87

Albert T. Lane	4.87	
Edward B. Towle	45.50	
Little, Brown & Co.	2.92	
D. C. Heath & Co.	1.57	
Oliver Ditson & Co. ....	.98	
E. G. Cole .....	.50	
		\$320.46
Total receipts	\$7,296.13	
Total expenditures	6,999.36	
		\$296.77

AUDITORS' REPORT

Hampton, October 1, 1918.

We have this day examined the foregoing accounts of the treasurer of the School District and find them well vouched and correctly cast and that the total receipts were \$7,296.13, and the total expenditures were \$6,999.36 leaving a balance on hand of \$296.77

CHARLES FRANCIS ADAMS,
SIMEON A. SHAW,
JOHN A. JANVRIN,

Auditors,

Report of Board of Education

ELEMENTARY SCHOOLS

Teachers

Grades VII. and VIII.—Mrs. Ellen H. Linton, spring term. Miss Ella Smith, fall and winter terms.

Grades V. and VI.—Miss Marion Murphy, spring and fall terms. Miss Sue Scott, winter term.

Grades III. and IV.—Miss Freda White, Spring term. Miss Marion Sutton, fall and winter terms.

Grades I. and II.—Miss Dorothy Stevens, spring term. Miss Eunice Evans, fall and winter terms.

North Primary—Miss Adeline C. Marston.

REPORT OF THE SCHOOL BOARD

To the Citizens of Hampton:

At the annual meeting in March, 1918, the opinion was freely expressed that our town had reached the point where we must either have a strong superintendent or give up supervision. Hearing good reports of the work of Mr. Brooks in Exeter and the neighboring town of Hampton Falls, we applied for admission to the Exeter district and were admitted.

With the exception of Miss Murphy at the East School, Miss Marston at the North Primary, and Miss Johnson, the music teacher, all the teachers resigned at the end of last year. On account of the shortage of teachers, due to war conditions, we were obliged to increase our salaries in order to obtain competent teachers. The results this year prove the wisdom of our action, for all are doing good work.

Mr. Brooks has not been able to spend much time in the schools, but he has provided us with teachers and with much-needed books. The following letter will ex-

plain the work which he has been doing in Concord. By contributing our portion of his time, we have been able to share in the important work of Americanization.

Respectfully submitted,
CHRISTOPHER S. TOPPAN,
Chairman of the Board.

Hampton, N. H. Feb. 15, 1919.

STATE OF NEW HAMPSHIRE
Committee on Americanization
State House, Concord, N. H.

February 12, 1919.

Mr. Christopher S. Toppan, Hampton, N. H.

Dear Sir—When I met on September 16th the combined school boards of the Exeter Supervisory Union and made a call on their patriotism to let us have the services of Mr. Maro S. Brooks, your superintendent, you were good enough to say that we might have him until January 1st, 1919, at a very reasonable compensation to the district. Under the circumstances, it was a patriotic and generous thing for the boards to do. Mr. Brooks immediately came here, and his services to this committee in the work of Americanization have been almost invaluable. There was no one in New Hampshire who would have been able to do the work that Mr. Brooks has done.

On January 1st we were right in the thick of our work and sadly needed Mr. Brooks' further assistance. In addition to that, the educational bill, now pending, was then being developed, through the request of Governor-elect Bartlett. That work was being carried on in this office in addition to this strictly Americanization work, and we needed him with reference to the preparation of this bill.

In behalf of the Committee, Judge John E. Young

conferred with the representatives of the combined boards and reported that, in view of the importance of the work being done here, the boards would not be seriously discontented to have him remain after Jan. 1st.

As the matter now stands, we most earnestly desire to use his services for two or three days per week for a time longer, and we hope you will permit us to have him.

I can assure you that your generous help in this respect has been and will be most highly appreciated.

I am sending a duplicate of this letter to each of your board chairmen.

Very truly yours,

FRANK S. STREETER, Chairman.

REPORT OF THE SUPERINTENDENT.

To the School Board of Hampton:—

I take pleasure in presenting to you my first report as superintendent of the Hampton schools. I have but little in the way of actual accomplishment to report for two reasons: first, because I have had charge of the schools since the first of September only, and second, because I began my work in Concord as executive secretary of the N. H. Committee on Americanization on Sept. 16. I wish to thank you for your share in granting me the partial leave of absence necessary for the carrying on of the Americanization work. It was especially generous on your part, as it was my first year in Hampton with a staff of teachers almost entirely new. It was so definite a call for me to undertake a piece of war work that I felt compelled to accept it.

Although unable to visit the schools as frequently as I should like, I have tried in every possible way to keep in touch with them. The hundred dollars per month paid to the Supervisory District for my services will decrease somewhat each town's share of the superintendent's salary. The many and varied experiences that are coming to me in this work ought to make me enough more useful to our schools to make up for any

loss in supervision.

I need not remind you that the year has been a broken one because of the epidemic of influenza. If the weather permits, we can shorten the vacations and make up a good share of the time lost.

Junior High School

The upper grammar grades of American schools are rapidly being reorganized into junior high schools. It has been found that the work formerly done in eight years can be rearranged in such a way as to permit the introduction of certain subjects formerly reserved for the high school. According to statistics school systems that have adopted the junior high plan show a constantly increasing number of pupils who continue their work in the senior high schools.

Since the establishment of high schools it has been a well-known and greatly deplored fact that a wide gap existed between the last grade of the grammar school and the first year of the high school. Pupils were under the constant direction and supervision of only one teacher who presented the subjects to them. On entering the high school, they came under several teachers who threw them entirely upon their own responsibility. Frequently each teacher required of them an excessive amount of time and study on his or her special subject, regardless of the demands of other teachers equally zealous. High school education was admittedly a highly selective process, for a large number of pupils became discouraged and dropped out. "Weeding them out" was a common phrase on the lips of high school teachers. Many of the pupils whose parents obliged them to remain in school had to repeat the year. The whole idea was decidedly undemocratic.

The boys and girls who left high school during the first year got no science or practical mathematics, and but little, if any, modern language or manual training.

They were offered ancient history, algebra, and a foreign language, usually a dead one. Considering the change from the methods to which they were accustomed in the lower schools, it is remarkable that so many survived.

In the Junior high school an attempt is made to give the children what is of interest and value at their age. Hence the introduction of elementary science, concrete geometry, French, and manual training. The science is of the every-day type and stimulates a desire to keep on and get the physics and chemistry of the high school. The geometry is constructional and does not involve logic. The French is to a great degree conversational, and the manual training is entirely practical. The work is departmentalized, but the home-room teacher has the pupil in more than one subject. The junior high school furnishes an easy and natural transition from the one-teacher grade to the regular high school.

Of the many other advantages I will mention but two. By getting a taste of these various subjects, formerly to be found in high schools only, the pupil is able to make a wiser choice of high school course. His teachers are in a far better position to advise both him and his parents on this important matter. Lastly, if a pupil is unable to attend high school, his experience in the junior school gives him a more rounded education than he could obtain by the old plan.

The seventh and eighth grades in Hampton had been working toward the reorganized program, and only French was needed to give us a junior high school. Through the kind co-operation of the trustees of the High School it became possible to share the time of one of their teachers without interfering with the grammar school teacher's work. We sent the pupils to the High School for their French as well as for their work in practical arts. This arrangement is as nearly ideal as can be expected where there is not room for two teachers in the same building. Perhaps the pupils' familiarity

with the high school routine may more than make up for the inconvenience.

The Teachers

Junior High School—Those who know of Miss Ella Smith's work as a teacher congratulate the town of Hampton on securing her services. Her perfect control of the school without a sign of friction makes the conditions right for effective work. An unusual teacher.

Grades V. and VI.—Miss Marion Murphy, who taught the school successfully last year, resigned in December to accept a position in Massachusetts. Her able successor, Miss Sue Scott, has taken up the work with a firm determination to succeed. I expect great things from Miss Scott's management of the school.

Grades III. and IV.—It is a pleasure for me to have Miss Marion Sutton on our Hampton staff. I have followed her work since her graduation from the Keene Normal School and am not surprised at the excellent results that she is obtaining at the East School.

Grades I. and II.—Miss Eunice I. Evans taught with me last year in Kensington. Her delightful manner with little children and her marked success in teaching them led me to offer her a school which I knew needed an especially strong teacher.

North Primary (Grades I. to IV.)—I wonder if the people of Hampton realize what a superior piece of work is being done in this little school. Miss Adeline Mars-ton, our only resident teacher, sets a high standard for her fellow teachers.

Music.—I have not seen enough of Miss Johnson's work to appraise it, but my impressions are entirely favorable. If personality is an indication, she is a worthy member of a strong and delightful staff.

In Conclusion

I have spoken briefly of each of our teachers. They are not perfect,—few of us are. But with strong back-

ing that we feel justified in expecting from the parents and from the community in general, we hope to produce satisfactory results.

I can not close this report without expressing my deep appreciation of the cordial attitude on the part of all with whom I have come in contact. The children have made me feel at home from the start. In Mrs. Brook's behalf as well as my own, I wish to thank the parents and friends of the schools for the delightful reception tendered us. It is our purpose to spend an occasional evening in Hampton for the purpose of becoming better acquainted with any who wish to know us. We find it a great hardship not to be able to live in five towns at once. Headmaster Lyon and his assistants have been of the greatest help to me in many ways. Most of all, however, I must thank the Board for its confidence and for its hearty support.

While I am doing everything in my power to secure the passage of the educational bill now before the legislature, I realize that its success might mean the separation of Hampton from the Exeter District,—an event which I should greatly deplore. As it is at present constituted, I modestly lay claim to having the most desirable district in the state.

Respectfully submitted,

MARO S. BROOKS

Superintendent of Exeter, Newfields,
Hampton Falls, Kensington, Hampton,

Exeter, N. H., February 20, 1919.

APPENDIX

Vital Statistics

Additions to Library

The Mitchell Case

BIRTHS Registered in the Town of Hampton, N. H., for the year ending December 31, 1918.

Date	Name of Child (If Any)	Male or Female	No. of Child	Liv'g or Stib'n	Name of Father	Maiden Name of Mother	Birthplace of Father	Birthplace of Mother
Jan, 25	Margaret Thisbe	F	1	L	Walter Scott Noyes	Margaret Sarah Cherry	Atkinson, N. H.	Stoneham, Mass.
Mar 20	Fred Wilson	M	5	L	Frank L. Long	Lula M. Leavitt	St. George, Me.	Bowdoin, Me.
22	Pearl Frances	F	1	L	Thomas H. Kierstead	Bessie Frances Redman	Roston, Mass.	Hampton
30	Marion	F	2	L	Samuel D. Taylor	Nora N. Nichols	Hampton	Rochester, N. H.
Apr, 17	Ernest Smith	M	4	L	John Breen Woodburn	Sarah Sutton	Lawrence, Mass.	England
22	Neil Ruthven	M	2	L	Neil R. Underwood	Lillian Mae Slater	Lowell, Mass.	Lee, Mass.
June, 17	Ruth Frances	F	1	L	Charles F. Kierstead	Augusta Mae George	Boston, Mass.	Raymond, N. H.
30	Olive Annette	F	2	L	Christopher D. Moore	Grace M. Petersen	North Hampton	Lynn Mass.
Aug, 18		F	1	L	Frank Prentiss	Julia Dodge	Concord, Mass.	Virgil, S. D.
Sept, 1	Robert Lewis	M	1	L	Everett Lewis Nudd	Maude Ella Carter	Hampton	Merrimac, Mass.
8	Mary	F	1	L	Augustine X. Dooley	Katherine G. Dorgan	Methuen, Mass.	Lawrence, Mass.
20	Ira Carleton	M	14	L	Carl M. Hatch	Ruth Carleton	Litchfield, Mass.	Waitsfield, Vt.
Oct, 1	Frances Louise	F	3	L	Louis O. Hagendeffer	Laura Pillsbury	Everest, Kan.	Derry, N. H.

MARRIAGES Registered in Town of Hampton, N. H., for the year ending December 31, 1918.

Date	Name and Surname of Groom and Bride	Ages in Years	Color of Each	Place of Birth of Each	Names of Parents	Name, Residence and Official Station of Person by Whom Married
Mar. 5	William E. Little Lillian E. Locke	27 26		Exeter, N. H.	William Little Mary I. Hunter Joseph L. Locke Emily L. Burton John Mahoney	Frank L. Long Minister of the Gospel Hampton, N. H.
May 13	Dennis J. Mahoney Mildred A. Dean	42 30		So. Manchester, Conn. Haverhill, Mass.	Mary Keating George G. Dean Susie E. Hardy Edwin Damsell	P. J. Scott Catholic Priest Exeter, N. H.
May 27	Benn Frank Damsell Vena Elizabeth White	42 18		Brentwood, N. H. Laconia, N. H.	Mary A. Morrison Charles W. White Annie M. Davis Henry F. Palmer	Howell M. Lamprey Justice of the Peace Hampton, N. H.
June 5	Charles H. Palmer Carrie R. Leavitt	34 26		Hampton, N. H. Hampton, N. H.	Marcia J. Mace Irven E. Leavitt Agnes J. Merrill Daniel J. Lynch	Fred M. Buker Baptist Clergyman Hampton, N. H.
Aug. 5	John Paul Lynch Mary Magdelaine Hayes	21 19		Boston, Mass. Roxbury, Mass.	Bridget Bradford John J. Hayes Susan V. McCarty	Howell M. Lamprey Justice of the Peace Hampton, N. H.

Sept. 14	George Miller Carter Barbara Leavitt	34 24	Jackson, Mich. Dorchester, Mass.	George W. Carter Marion D. Miller William S. Leavitt Alice Came Pearl E. Spinney Hannah M. Main Joseph N. Farnsworth Helen B. Haley Irven E. Leavitt Agnes J. Merrill Fred L. Corson Julia T. Perkins	Victor M. Haughton Clergyman Exeter, N. H.
Oct. 9	Arthur E. Spinney Marguerite Farnsworth	21 20	Eliot, Me. Charlestown, Mass.	F. M. Buker Baptist Clergyman Hampton, N. H.	
Dec 24	Eugene Merrill Leavitt Blanche Ethel Corson	28 24	Hampton, N. H. South Lebanon, Me.	Frank S. Hartley Clergyman Rochester, N. H.	

DEATHS Registered in the Town of Hampton, N. H., for the year ending December 31, 1918.

Date	Name and Surname of Deceased	Age			Place of Birth	Male or Female	Sin. Mar or Wid	Name of Father	Maiden Name of Mother
		Years	Months	Days					
Jan, 5	Frederick J. Moore	63	2		N. Hampton, N. H.	W	Christopher T. Moore		
13	Lydia A. Brown	83	1	16	Hampton, N. H.	W	Benjamin Palmer	Sarah Page	
Mar, 28	Frederick E. Lowd	52	10	17		M	John M. Lowd	Amanda F. Moore	
31	John Head Morgan	82	7	2	Suncook N. H.	M	Nathaniel Morgan	Nancy Cochran	
Apr, 9	*Abbie Leavitt	87	3	12		F			
27	Lavina A. Jenness	85	5	8	Sebago, Me.	F	Charles Day	Lydia Ramsdell	
29	Jeremiah Locke	93	11	25	Hampton, N. H.	M	Jonathan M. Locke	Mary Elkins	
May, 1	Ada Emery Nudd	50	9	17	Lawrence, Mass.	F	Samuel Emery	Emma Flagg	
31	Harriet C. McInnes	83	6	4	Prewster, Mass.	F	Robert R. Crosby	Mary Baker	
21	†George W. Wiggin	73	9	8	New York	M	Jaacob Wiggin	Liddus A. Neuling	
30	‡Lizzie B. Hoigkins	55	11	17		F			
June, 18	†Charles White					M			
19	Myrtie W. Roberts	28	8	24	Hampton, N. H.	F	John W. Roberts	Lillian M. Brown	
26	Mary E. Lamprey	63	3		Hampton, N. H.	F	George T. Bl.	Elizabeth Ayers	
27	Susan J. Webber	73	10	27	Portsmouth, N. H.	F	Joven Banks	Maria Banks	
July, 3	John Muip'y	80	4	6		M			
Aug, 13	‡Daniel Fisher					M			
19	Anna B. VanDeventer	38	10		Hampton, N. H.	F	Nelson F. Blake	Ellen Hobbs	
29	Mary O. Hurd	68	2	19	Pittsfield, N. H.	F	Charles Butters	Julia Butters	
Sept, 6	William H. Carter	71	11	3	Elliott, Me.	M	Olive Carter	Sarah Randall	
6	†Kendall C. King	2	9	9	Exeter, N. H.	M	Elmer C. King	Lillian M. Dow	
10	†John Lyman Lamprey	66			Hampton, N. H.	M	John Lamprey	Ruth Godfrey	
14	†Jason Lampr'y	83	1	14	Hampton, N. H.	M	Ralph H. Perkins	Gladys G. Burrows	
14	E. elyn Alice Perkins	3	5	21	Hampton N. H.	F			

Sept.	22	Joseph Lewis Locke	67	11	10	Hampton, N. H.	M	David Locke	Nancy Philbrick
	26	Eugene R. Brown	27	2	23	Seabrook, N. H.	M S	Charles B. Brown	Mary E. Dow
	29	Frank L. Bristol	42	8	28	Lebanon Springs	M M	Albert T. Bristol	Charlotte Mitchell
	30	Elizabeth M. Fellows	32	6	14	Seabrook, N. H.	F	Lewis A. Knowles	Abbie Jane Dow
Oct.	4	Vinnie Pike Fellows	28	11	8	Stratham, N. H.	F M	George Kimball	Marilla Trefethan
	4	Wm. H. Pethybridge	81	2	19	Ashburton, Eng.	M M	— Pethybridge	Elizabeth King
	6	Ada Ann Durant	32	7	20	Newburyport, Mass	F M	David H. Thurlow	Martha T. Brown
	7	Dora May Redman	30	4	25	Boston, Mass	F M	Charles Kierstead	Christine
	10	Victor George Garland	27	6	26	—	M M	George L. Garland	— Sanborn
	14	††Martha A Goodwin	85	8	19	Litchfield, Me.	F	Charles Goodwin	Martha Hamblin
	21	George S. Ireland	5	10	13	Rowley, Mass.	M S	Aaron Goodwin	Grace R. Lyons
	24	Lona Bernice Dyer	20	2	15	—	F S	—	—
	28	**Elizabeth W. Brown	79	8	3	—	F	—	—
Nov	5	Horace Hobbs	75	3	—	Hampton, N. H.	M	Daniel Hobbs	Sarah Johnson
	19	Ann V. Glidden	78	1	2	Newport, Vt.	F	James Adams	Mary Simpson
	20	**Annie Clark	63	1	4	P. E. Island	F S	Benjamin Clark	Elizabeth Hook
	27	Kenne'h Nudd Ross	1	9	17	Hampton, N. H.	M S	Kenneth N. Ross	Elvena G. Hanson
	28	John A. Ross	86	5	17	Lunenburg, N. S.	M	William Ross	Rosina Selig
Dec.	5	†Ruth D. Villancoure	21	10	27	—	F M	—	—
	13	Ada Leslie Tarlton	22	6	13	Hampton, N. H.	F S	Charles E. Tarlton	Maud Lamprey
	20	Sarah W. Brown	66	6	26	Hampton, N. H.	F M	Isaac Emery	Susan Pitts

*Died at Ipswich, Mass.; †died at Brentwood; ‡died at Boston; §died at Exeter; ¶died at No. Hampton.

**Died at Haverhill, Mass.; ††died at Concord; *†died at Manchester.

Additions to the Public Library

No.	Author	Name of Book
5465	Ainsworth, W. H.	The Lancashire Witches
5444	Anonymous	The Woman in Black
5449	Barclay, Florence	The White Ladies of Worcester
5534	Beach, Rex	Laughing Bill Hyde
5466	Bindloss, Harold	Brandon of the Engineers
5466	Bindloss	Brandon of the Engineers
5463	Barr, Robert	A Chicago Princess
5440	Bonner, Geraldine	Treasure and Trouble Therewith
5536	Bosher, Kate L.	Kitty Canary
5537	Bower, B. M.	Her Prairie Knight
5532	Bower, B. M.	Flying U Ranch
5365	Broadhurst, George	Bought and Paid For
5366	Bucke, Charles N.	The Code of the Mountains
5467	Cable, George W.	Flower of the Chapdelaines
5367	Caine, Hall	The White Prophet
5468	Chambers, Robert W.	The Dark Star
5443	Conklin, Mrs. N.	That Quisset House (Presented)
5368	Connor, Ralph	The Major
5469	Cooke, Marjorie B.	The Threshold
5369	Davies, Maria T.	The Heart's Kingdom
5370	Dell, Ethel W.	The Hundredth Chance
5445	DeForest, J. W.	Sea Cliff (Presented)
5442	Doubleday, Roman	The Green Tree Mystery
5371	Erskine, Payne	When the Gates Lift up Their Heads
5470	Erskine, Payne	A Girl of the Blue Ridge
5372	Fox, Jr., John	In Happy Valley
5471	Fox, Jr., John	A Cumberland Vendetta
5453	Goethe	Faust, (Translated by Anna Swarrwick

No.	Author	Name of Book
5472	Green, Anna K.	Cynthia Wareham's Money
5373	Grey, Zane	The U. P. Trail
5473	Harben, Will N.	The Triumph
5474	Harben, Will N.	The Second Choice
5374	Henry, O.	The Four Million
5475	Henshaw, Thomas W.	Cleek, Master Detective
5375	Hueston, Ethel	Sunny Slopes
5477	Lee, Jennette	The Air-Man and the Tramp
5530	Lincoln, Joseph	Shavings
5531	Lincoln, Joseph	The Depot Master
5476	Locke, William J.	The Rough Road
5377	London, Jack	White Fang
5478	London, Jack	The Star Rover
5376	Lutz, Grace L. H.	The Witness
5464	Lutz, Grace L. H.	The Enchanted Barn
5448	Marriates, Belle K.	Amarilly in Love
5378	McCarter, Margaret	Vanguards of the Plains
5479	McCutcheon, Geo. B.	Green Fancy
5480	O'Brien, Edw. J.	Best Short Stories of 1917
5379	Oppenheim, Phillip	The Prince of Sinners
5380	Paine, W. M.	The Yukon Trail
5486	"Pansy"	Aunt Hannah, Martha and John
5487	"Pansy"	The King's Daughter
5481	Peattie, Elia W.	The Newcomers
5482	Poe, Edgar A.	Tales and Sketches. Also the Raven
5483	Porter, Eleanor H.	Oh, Money! Money
5484	Porter, Gene Stratton	A Daughter of the Land
5380	Raine, W. M.	
5383	Reeves, Arthur B.	The Treasure Train
5439	Richmond, Grace	The Enlisting Wife
5384	Rinehart, Mary R.	Tish
5382	Rinehart, Mary R.	Long Live the King
5526	Rinehart, Mary R.	The Amazing Interlude
5384	Rice, Alice Hegan	Calvary Alley
5385	Scott, Leroy	Mary Regan
5441	Shute, Henry A.	The Youth Plupy

No.	Author	Name of Book
5386	Smith, Hopkinson	The Tides of Barnegat
5446	Thackeray, W. M.	Works of, 2 Vols.
5485	Tracy, Louis	One Wonderful Night
5462	Williams, Micah	The High Romance

BOOKS FOR YOUNGER READERS

	Author	Name of Book
5488	Ames, Joseph B.	The Mystery of Ram Island
5388	Blanchard, Amy . . . . .	... In Camp With the Muskoday Camp Fire Girls
5451	Blanchard, Amy	Nancy First and Last
5387	Brooks, Amy	Dorothy Dainty at Foam Ridge
5889	Brown, Abbie F.	Surprise House
5390	Burgess, F. W.	Boy Scouts in a Trapper's Camp
5489	Carson Norma	The Fairy Housekeepers
5490	Cox, Palmer	The Brownies and Prince Florimel
5384	Dowd, Emma C.	Polly and the Princess
5491	Dubois, May C.	The Girls of Old Glory
3498	Dudley, Albertus T.	At the Home Plate
5317	Dudley, Albertus T.	The Half Miler
5316	Dudley, Albertus T.	With Mask and Mit
5391	Dudley, Albertus T.	The Great Year
5392	Duley, Albertus T.	The School Four
5393	Dudley, Albertus T.	The Pecks in Camp
5492	Dugmore, Radclyffe . . . . .	..... Adventures in Beaver Stream Camp
5395	Emerson, Alice B.	Ruth Fielding of the Red Mill
5493	Emerson, Alice B.	Ruth Fielding at Briarwood Hall
5396	Emerson, Alice B.	Ruth Fielding at Snow Camp
5494	Emerson, Alice B. . . . .	..... Ruth Fielding at Lighthouse Point
5495	Emerson, Alice B.	Ruth Fielding at Silver Ranch
5496	Emerson, Alice B.	Ruth Fielding on Cliff Island
5497	Emerson, Alice B.	Ruth Fielding at Sunrise Farm

No.	Author	Name of Book
5498	Emerson, Alice B.	Ruth Fielding and the Gypsies
5398	Harris, Joel C.	Little Mr. Thimblefinger
5397	Hawthorne, Nathaniel	Grandfather's Chair
5399	Hutshinson, H. W.	The Story of the Hills
5401	Keary, Annie	Heroes of Asgard
5402	King, Grace	..........De Soto and His Men in the Land of Florida
5403	McIntyre, John T.	..... .....The Young Continentals at Bunker Hill
5404	McIntyre, John T.	..... .....The Young Continentals at Lexington
5450	McIntyre, John T.	..... .....In Kentucky with Daniel Boone
5408	Olcott, Frances J.	Tales of the Persian Genii
5499	Olcott, Frances J.	Bible Stories to Read and Tell
5500	Olcott, Frances J.	Good Stories for Great Holidays
5501	Paine, Albert B.	..... .....The Hollow Tree and Deep Wood's Book
5502	Penrose, Margaret	Dorothy Dale's School Rivals
5503	Penrose, Margaret	Dorothy Dale in the City
5409	Perkins, Lucy F.	The Cave Twins
5504	Rhoades, Nina	Dorothy Brown
5505	Rolt-Wheeler, Francis	The Monster Hunters
5410	Schultz, James W.	The Gold Cache
5411	Scudder, Horace E.	Fables and Folk Stories
5412	Sidney, Margaret	A Little Maid of Concord Town
5506	Stratemeyer, Edward	Chased Across the Pampas
5507	Sretemeyer, Edward	..........Treasure Seekers of the Andes
5508	Stratemeyer, Edward	Marching on Niagara
5509	Stratemeyer, Edward	Trail and Trading Post
5527	Stratemeyer, Edward	Dave Porter Under Fire
5413	Thompson, Adele E.	Betty Seldon, Patriot
5510	Thompson, Adele, E.	American Patty
5414	Tomlinson, E. T.	..... .....The Young Minute Man of 1812

No.	Author	Name of Book
5415	Tomlinson, E. T.....	.....The Champion of the Regiment
5511	Tomlinson, E. T.....	.....Guarding the Border
5512	Tomlinson, E. T...	.....Scouting With Gen. Pershing
5416	Wells, Carolyn.....	.....The Jungle Book
5513	Wray, Angeline W.....	.....Mother Tucker's Seven

MISCELLANEOUS

No.	Name of Book	Author
5514	Along New England Roads.....	W. C. Prime
5515	Directory: Exeter, Newmarket & N. H. Coast	Crowley & Lunt
5421	Early Spring in Massachusetts....	H. D. Thoreau
5423	Electricity, Arithmetic of.....	T. O'Conner Sloan
5424	Electricity Simplified.....	T. O'Conner Sloan
5425	Electrical Toy-Making for Amateurs	"
5426	Electrician, How to Become a Successful	"
5427	Electrical Dictionary, Standard.....	"
5428	Formulas, Scientific American Encyclopedia of	
5459	Fighting for Peace.....	Henry Van Dyke
5429	Germany, My Four Years in....	James W. Gerard
5431	Greek People, Story of the.....	Eva M. Tappan
5422	Gunner Depew.....	By Himself
5460	Hampton Falls, N. H., History of..	Warren Brown
5455	History of the World (Presented) Ed. by J. Inman	
5434	Iceland.....	W. S. C. Russell
5436	International Year Book, 1917.	
5516	Men of the Old Stone Age.....	Henry F. Osborn
5517	Moor, Ensign John, Descendants of, Can- terbury, N. H.,.....	Howard P. Moore
5533	My Company.....	Capt. Carroll J. Swan, U. S. A.
5528	My Home in the Field of Honor.....	Frances W. Huard

No.	Name of Book	Author
5529	My Home in the Field of Mercy.....	Frances W. Huard
5518	N. H. Laws. Second Constitutional Period, 1801-1811. Vol. 7.	
5461	N. H. Constitutional Convention, 1918. Manual of	
5452	Naval Power in the War. (Presented).....	Charles C. Gill, Lieut. Com., U. S. N.
5438	Neighbors of Field, Wood and Stream....	Morton Grinnell
5519	Outwitting the Hun.....	Lieut. Pat O'Brien
5432	Over the Top.....	Arthur E. Empey
5433	Private Peat.....	Harold R. Peat
5520	Roving and Fighting.....	Maj. Edw. S. O'Reilly
5457	Russia, Donald Thompson in, Donald Thompson	
5435	The Christ We Forget.....	P. Whitwell Wilson
5521	The Fighting Engineers.....	William S. Davis
5522	The First Shot for Liberty....	Corp. O. DeVarila
5523	The Flower and the Bee.....	John H. Lovell
5524	The U-Boat Hunters.....	James B. Connolly
5437	Vagabonding Down the Andes..	Harry A. Franck
5436	White Hills in Poetry, The....	Eugene Musgrove
5525	Wild Wings.....	Herbert K. Job
5400	Wild Neighbors.....	Ernest Ingersoll

MAGAZINES

5538	Bird Lore. Vol. 17. 1915
5539	Bird Lore. Vol. 18. 1916
5540	Bird Lore. Vol. 19. 1917
5541	St. Nicholas. Vol. 42. Part 2, 1915
5542	St. Nicholas. Vol. 44. Part 2, 1917

Report of Court in Mitchell Case

The Referee before named, being first duly sworn, having given notice to the parties that he would attend to the duties of said appointment on the sixth day of August, 1917, at the Probate Court Room in Exeter, in said County of Rockingham, at ten o'clock in the forenoon, and having attended at said time and place, reports that the parties appeared and on said day a view was taken, and a further hearing postponed to the same place on September 17, 1917; that the hearing proceeded on said day and on the following three days, and was then continued to September 25th, and proceeded on that day and the three following days, and was continued to March 2nd, 1918 for argument. And having heard and considered all the evidence and allegations of the parties, he finds that the case was an action of trespass *quare clausum*, writ dated the 4th day of October, 1913, and alleges a trespass on the part of the defendants on the following described premises, situated in Hampton, in said County of Rockingham: "Containing twenty-two acres more or less and bounded northerly by land now or formerly of the heirs of Oliver Lamprey; easterly by the ocean; southerly by land now or formerly of Joseph Mace; and westerly by the Meadow Pond, so-called." No written plea was filed by the defendants.

The issue of fact tried was whether the plaintiff's land extended to the ocean or only to the west side of an old passway now marked on the ground by a line of stone posts. The trespass complained of was committed on that part of the land claimed by the plaintiff lying between said line of posts and the ocean. The evi-

dence showed that the stone posts were set wholly easterly of the line of fence that once existed along the west side of the passway.

The defendant Ring had erected two houses on the disputed tract under a lease from the town of Hampton at a stated annual ground rent. One Desmond had also erected a house on the disputed tract, but the owner was not made a party to this suit.

No question was raised as to the plaintiff's title to the land west of said line. The line of stone posts follows the natural line of demarkation between the beach sand and the meadow land. The defendants contend that the beach extends to the line marked by the stone posts, and that the title of the land between the line of posts and the ocean was in the town of Hampton. It was admitted that the title to all lands in the town of Hampton was granted to the original proprietors of said town, and such title was now in the town of Hampton unless it had been granted or lost in some legal way. No conveyance was shown from the proprietors or from the town, of the premises claimed by the plaintiff. The plaintiff contends that title to the land might be acquired by prescription as against the town, and the defendants that it could not be so acquired. The plaintiff claims title to the disputed land by grant and by prescription.

As bearing on the character of the title to the lands held by the original proprietors of Hampton, the plaintiff put in evidence records of the proprietors showing that a large part of the common land was disposed of by them according to the various votes of the proprietors. It was mostly divided among the proprietors by lot, but some was granted for services to be rendered by the grantees and some for a money consideration. In some cases the vote directed a deed to be executed to the grantee and in some it did not.

On this evidence the referee found as a fact and ruled as a matter of law, that such land as had not been granted by the town or the proprietors thereof, excepting land reserved for public highways, was held by the town as a private corporation; and also as a matter of law ruled that an individual could acquire title by prescription as against the town, to which findings and rulings the defendants excepted.

The plaintiff's undisputed tract contains 18.8 acres, and if its north and south lines were extended to the ocean, ten acres more would be included.

The plaintiff's land is comprised of four several tracts, title to which was acquired by one David Nudd and constituted a part of his estate at his decease, in 1860. The four tracts ran east and west across the land. These several tracts from the north and south are herein designated in this order: The Roby Lot; the Knowles lot; the Towle lot; and the Dow lot. As deeds and records descriptive of the title lands in the vicinity of the plaintiff's land were introduced in evidence, the following description of the vicinity is given.

The *locus in quo* is situated at Hampton Beach and lies in the territory bounded on the southerly side by a highway, herein referred to at this particular point as the "causeway"; on the east by the ocean; on the north by a highway herein called the Nook Lane which substantially conforms to an ancient line running from what was Deacon Tuck's mill to the mouth of Little River; from the causeway northerly to the fish houses so-called and the whole length of the above tract, the row of stone posts above referred to mark the westerly line of an old roadway. From this line of posts easterly to the ocean, the soil is substantially beach sand, and next to the ocean is a more or less continuous line of sand hills sloping down to the water on the east side and westerly sloping towards the line of stone posts. Along the westerly side of these sand hills and cross-

ing the land in dispute from north to south, runs the East Side boulevard. Between the boulevard and line of stone posts is a tract varying in width from a few feet to two hundred feet, and extending from the causeway to Nook Lane. From the northerly end of this tract mentioned as bounded by the causeway, the sea, Nook Lane, and the Nilas River, a tier of twelve meadow lots was laid out in 1747, and the land was known as "Huckleberry Flats". The easterly line of these lots was at one time surveyed out and marked on the ground and its location has been preserved and is now marked by the line of stone posts. This line extends from the northeast corner of a tract of land known as the John Dearborn lot to Nook Lane, and between this line and the Nilas River were plotted out the twelve lots. At this corner of Dearborn's land, the line forms a slight angle and continues in a southerly course to the causeway. Between the last of the tier of lots above mentioned and the plaintiff's land, there are two other lots. The lot adjoining the twelfth lot in the above division is herein termed the John Dearborn lot and the one south of that and extending to the plaintiff's lot is herein termed the Daniel Lamprey lot. South of the plaintiff's lot and abutting on this line of stone posts are several more lots between that and the causeway. (See chalk appended hereto.)

The plaintiff Mitchell derives his title by a warranty deed from Stebbins H. Dumas bearing date of August 29th, 1889, which contains the following description of the premises: "A certain tract of land situate in said Hampton at the Low Beach so-called, being a part of land set off to Martha T. Batchelder from the estate of her father, David Nudd, late of said Hampton, deceased, by a committee of partition, recorded in Rockingham Records, Lib. 447, Folio 268, and being the same land conveyed to said Dumas by John Hatch whose deed thereof is recorded in said record Lib. 502, Folio 78,

bounded as follows, to wit: on the north by land of heirs of Oliver Lamprey; easterly by the ocean; southerly by land now or late of Joseph Mace; westerly by the Meadow Pond so-called, containing twenty-two acres more or less." (Meadow Pond was originally the Nilas River above mentioned.)

Dumas derived his title from John Hatch under a deed dated November 12, 1885, in which the land is described as follows: "A certain tract of marsh land in said Hampton called the Low Beach Marsh, bounded north now or formerly by land of Oliver Lamprey; easterly by the road leading from the causeway so-called to the fish houses; southerly by land of Joseph Mace; and westerly by the pond, so-called, containing twenty-two acres more or less. Intending to hereby convey to said Dumas all marsh land in said Hampton conveyed to me by Mary G. Batchelder by her mortgage deed and thereafter foreclosed by me and possession taken under a writ of possession from the Supreme Court for said County. For a more particular description reference is made thereto."

The mortgage referred to was given by Alfred J. Batchelder and Martha T. Batchelder to Frederick A. Batchelder, under date of July 6, 1867, and was transferred by said Frederick A. Batchelder to John Hatch. The description of the premises in this mortgage is as follows: "Also one other tract of land in said Hampton at the Low Beach so-called containing twenty acres more or less bounded easterly by the sand banks near the seashore and westerly in part by meadow pond, it being the land owned by David Nudd deceased and set off by the aforesaid committee to said Martha T. Batchelder."

In the writ of possession under the foreclosure proceedings above referred to, said premises are described as follows: "Also a certain parcel of land at said Hampton at Low Beach so-called containing twenty acres

more or less bounded easterly by the said (sand) banks near the seashore and westerly in part by the meadow pond, being land formerly owned by David Nudd deceased and set off to said Martha T. Batchelder."

Martha T. Batchelder was the daughter of David Nudd, who died in 1860. There was partition among the heirs of said David Nudd and the premises in question were assigned to said Martha T. Batchelder under date of April 27, 1860, under the following description: "Also a tract of land in said Hampton near the Low Beach bounded northerly by land of Oliver Lamprey; easterly by the road leading from the causeway so-called to the fish houses in said Hampton; southerly by land of Joseph Mace and Samuel Mace; and westerly by the pond so-called, containing twenty-two acres more or less."

David Nudd acquired his title to the land in question in part by inheritance and in part by several conveyances. A tract said to have contained eight acres came down by various conveyances from one Thomas Roby, who appeared to have been the earliest known owner, and by his will, probated January 30, 1720, this tract was given in common to Peter Peavey and Edmund Wilmut, and is described as: "All my meadow and marsh ground at or near the beach causeway to be equally divided between them both." By deed October 27, 1746, Peter Peavey of Andover, Mass., conveyed to Winthrop Marston of Hampton, by the following description: "A certain piece of meadow ground situate, lying and being within the bounds of the township of Hampton in the aforesaid Province of New Hampshire, containing by estimation four acres be the same more or less as it is laid out and bounded, which piece of meadow is one-half of an eight acre grant in the fresh meadow so-called and lies undivided with Ensign Samuel Marston four acres, the whole piece of meadow bounded as follows: northwardly upon meadow formerly Ru-

pert Page's; southwardly upon meadow formerly John Sanburne's; eastwardly upon the sea banks; and westwardly upon the fresh river so-called."

No conveyance was shown from Winthrop Marston. The next conveyance produced in evidence of this interest that came from Peter Peavey was a deed of David Page, Jr., to Daniel Lamprey dated August 10, 1773, under the following description: "A certain piece of meadow ground lying in Hampton containing four acres be the same more or less as it is laid out, which piece of meadow is one-half of an eight acre grant in the fresh meadow so-called and lies undivided with the other half which formerly belonged to Ensign Samuel Marston. The whole piece of meadow is bounded northerly on Robert Page's meadow, formerly John Page's; easterly on the sea beach; and westerly on the fresh meadow so-called."

Daniel Lamprey by his will probated May 10, 1812, gave one-half of his marsh lands to his son Dudley and one-half to his son Jeremiah Lamprey. No conveyance was produced in evidence from Dudley Lamprey of his half. Jeremiah Lamprey by mortgage deed under date of September 16, 1823, conveyed his interest to Wells Healey under the following description: "One-half of a certain piece of meadow in the plantation marsh so-called, containing ten acres more or less bounded westerly on the pond, northerly on land of John Dearborn, easterly on a road, and southerly on land formerly belonging to Amos Knowles deceased." By the same description, Wells Healey conveyed by quitclaim deed to Richard Greenleaf and James Leavitt under date of March 12, 1827.

On May 25, 1827, Richard Greenleaf conveyed to David Nudd, and June 15, 1827, James Leavitt conveyed to David Nudd, both deeds bounding the lot "easterly on a road."

This description included the west end of the Daniel Lamprey lot, which accounts for the land being bounded northerly on land of John Dearborn, the John Dearborn lot being the second lot north of the plaintiff's land.

In 1746, the other univided half of the Roby lot was conveyed by Edmund Wilmut to Samuel Marston, and is described as "adjoining on the sea easterly." This interest probably passed by inheritance to Josiah Marston who by deed in 1760 conveyed to Simon Nudd, describing the land as bounded "easterly on the sea." Simon Nudd by his will, in 1818, passed the title to Samuel and David Nudd, by deed, describing the land as bounded "easterly on the passway."

In 1821, Amos Knowles conveyed an interest in the Knowles lot to David Nudd and Tristram Shaw, describing the land as "my full share in common and undivided with my brother Jesse Knowles" in the estate of our father, Amos Knowles, giving no boundaries. The will of the last mentioned Amos Knowles was probated in 1810. This interest was probably derived under the will of another Amos Knowles, probated in 1794.

In 1842, Jesse Knowles conveyed to David Nudd an interest in the Knowles lot, giving the easterly boundary as "easterly on the road."

Mehitable and Lemuel Towle conveyed to Levi Marston the Towle lot, by deed dated 1797, bounding the same "easterly on the beach." In 1806, Levi Marston conveyed to John Dow, bounding the lot "easterly on the beach hill"; and in 1842, Oliver Dow conveyed to David Nudd, bounding the same "easterly on the road." In 1832, Samuel Dow by deed conveyed to David Nudd land which might have been a part of either the Dow lot or the Towle lot, bounding the land "easterly on the highway that leads from the casway to the fish houses."

The plaintiff put in evidence deeds of lots lying both north and south of the plaintiff's land, as follows:

Daniel Lamprey lot, next north of plaintiff's land:
Deed, Samuel Fogg to Daniel Lamprey dated 1779,
bounding the lot "east on the beach."

Deed of John and Benjamin Page to Edmund Mason dated in 1768, bounding the lot "easterly on the sea."

Deed of Marion L. Dearborn, Guardian, to Ernest G. Cole, dated 1907, bounding the lot "easterly by pathway."

John Dearborn lot, the second lot north of plaintiff's land:

Deed of John D. Neal to Edmund Mason, 1856, bounding the lot "easterly by waste land near the beach."

Deed of Edmund Mason, to Joseph Mason, in 1874, bounding the lot, "easterly by common way or road along the beach."

The third lot north of plaintiff's land, being the twelfth lot in the Huckleberry Flats layout:

Deed of John Lamprey to David Lamprey, in 1805, bounding the lot "easterly on the beach."

(In the original lay-out of the lots on Huckleberry Flats they are all laid to a definite easterly line which is the same as that now marked by the line of stone posts)

The first lot south of the plaintiff's land:

Deed of Zebiah Brown to Abram F. Mace, in 1839, bounding the lot "easterly on the path from the fish houses to Boar's Head."

The second lot south of the plaintiff's land:

Deed of Thomas Sanborn to Abram Mace, in 1847, bounding the lot "easterly by road leading from the fish houses to Great Boar's Head."

The third lot south:

Deed of Nehemiah Moulton to Joshua and Joseph Mace, dated in 1761, bounding the lot "easterly on the beach."

Deed of Benjamin Moulton to Nehemiah Moulton, in 1765, bounding the lot "easterly by the beach."

The divisions of common lands is shown by the following:

“At a legal meeting of the owners or proprietors of the common land in Hampton on the 5th day of March, 1721-2; fifth vote: That a committee be chosen to view the land in each part of the town and see what ways are needful and how many parts the common is best to be laid in and so to be laid in as many parts as shall be deemed best by said committee, according to their shares, every part of the town having their part next to them, beginning at the east end of the town and so successively as it shall fall to the Salisbury line, and that the committee shall make report of their doings or the majority part of this committee at the adjournment of this meeting.”

Pursuant to said vote, a committee was chosen.

At a meeting held March 20, 1722, it was voted: “Pursuant to vote of the commoners on the 13th of March, 1721-2, we, the subscribers met and judged five divisions as best to lay the land into and the first division to begin at Benjamin Moulton’s, Sr. and straight to Benjamin Lamprey’s, Jr.; thence north until it comes to the old north division.”

Then follows the description of the other four divisions. It is further voted at said meeting: “And the person owning rights in the cow common shall be awarded in such division as he or they shall belong to, and the easternmost part of the commons shall belong to the first division until their proportion takes up all of it and successively around the whole town, reserving always lands for convenient highways to other lands and grants as shall be thought convenient and be appointed for that end; and in case it falls in proportion to be more than there is land in the fifth division, then a small division to be made out of land between Joseph Taylor’s and Simon Dow’s; and if it should happen that the fifth division holds out more than their proportion, then to be

divided into equal parts with the commoners; and that the majority part of the owners of each division shall have power to manage their affairs as fully as all the commoners could do, and in case any suit in law is commenced against any that are cow commoners, although the land be divided, nevertheless all the commoners are and shall be obliged to bear the loss and damage of their proportion as commoners and also for any land recovered by the commoners to receive equal profit according to their proportion; likewise reserving land to satisfy all those claims that the commoners adjudge to be just. Voted and accepted by the commoners."

It was admitted at the hearing that the land in question was in the first division.

Nov. 29, 1733, at a legal meeting of the owners and proprietors of the First Division of the Five Divisions in said town it was voted: "that the flats and muddy ground that lieth to the southward of the straight line from Deacon Tuck's mill to Little River's mouth shall be disposed of to those men that will make and maintain a fence from Deacon Tuck's mill to Little River's old mouth, so as to stop the cattle from coming that way onto the beach, forever to those men whose names are herein written, provided they will engage and give security to make and maintain the fence accordingly, and so voted."

The bond was given under date of June 12, 1738.

July 6, 1747, "at a legal meeting of the owners and proprietors of the marsh flats and muddy ground that layeth to the southward of the line from Deacon Tuck's mill to Little River's mouth, between said line and the northerly line of John Dearborn grant in the old fresh meadow near the beach and between the pond or river in said fresh meadow and Philbrick's Island below said mill and the beach, sometimes called 'Huckleberry Flats' in said Hampton," it was voted: "That there shall be a committee chosen to lay out and divide said flats, marsh,

or muddy ground into twelve parts as justly as may be so that each proprietor of said marsh land or muddy ground may have his part and right in the same bounded out to him forever; that Samuel Palmer is surveyor and Christopher Page, Deacon Josiah Moulton and Simon Dow be a committee, and we have hereby chosen and appointed them to divide and lay out said marsh, flats or muddy ground into twelve parts according to the best of their discretion and understanding."

The committee reported as follows:

"We, the subscribers being chosen and appointed by the owners and proprietors of the aforesaid marsh flats or muddy ground that layeth to the southward of said line from Deacon Tuck's mill to Little River's mouth, between said line and the Northerly line of John Dearborn's grant in the old fresh meadow near the beach and between the pond or river in said fresh meadow and Philbrick's Island and the beach to divide and lay out said marsh and flats or muddy ground into twelve parts, we have according to the best of our judgment and understanding divided and laid out the said marsh and flats or muddy ground into twelve parts in the following manner, and form, first, beginning at the northwest corner of said grant of Dearborn, at the side of the pond in said fresh meadow and running easterly on the northerly side of said grant of Dearborn, thirty-one rods to a stake at the northeast corner of said grant of Dearborn's, and from said stake a straight line running north fifty-six degrees east over a large rock on the westerly side on the upland on the Island sometime called Nut Island in the range of John Batchelder's house at Little Boars Head, until it comes to the aforesaid line from Tuck's mill to Little River mouth. The first in number of said twelve lots is layed joining northerly to said line from Tuck's mill to Little River's mouth, the easterly end of said first lot and of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, eleventh, twelfth, of said

lots are butting easterly on the aforesaid straight line that runs from said stake at the northeast corner of said grant of Dearborn's over said rock on Nut Island in the range of said house of John Batchelder at Little Boars Head," etc. Then follows the description of the lots.

The report was accepted by the proprietors of the twelve lots July 13, 1747.

Dow's History of Hampton, referring to this matter of the lay-out of Huckleberry Flats, says: "Before the lots were drawn for, it was voted (by the twelve proprietors thereof) that 'No person should on any account whatsoever cut any grass or anything growing between the eastern abutments of the lots and the beach' without the consent of the majority of the proprietors."

At a meeting of the proprietors of the first division held July 3rd, 1738, it was voted:

"That ten proprietors of the land in the said first division of the five divisions in Hampton shall have power to warn meetings of the said proprietors that have any of their said land lying in general and until it be fenced in part for the better ordering and improving the same as fully as the owners of said division have done heretofore."

Also, at the same meeting, it was voted: "That the lots now drawn shall be entered in the town book, referring to same rights they came from as they were settled in the town book by the commoners so many of them as may be thought needful."

The following extract from Dow's History of Hampton was read in evidence:

"Toward the close of the year"—which would be 1720—"at a mass meeting of the proprietors of the undivided lands known as the cow commons, a vote was passed forbidding the town clerk to record any return of land laid out by James Jaffreys or any other lot surveyor unless the land which the person making the return was laid out by order of the proprietors or common-

ers and the return accepted by them. The occasion for this prohibition is not given, but it may be inferred from the language of the record though we should have hardly conjectured that any lot layer would take the responsibility of laying out and making any return of any lot without being duly authorized. At the same meeting on the fifth of December, 1720, John Redman, Ephriam Marston and Capt. Jabez Dow were chosen a committee to hear the demand, proposal or complaint of those men that had lost their shares in the north division and to make their report at the next meeting of the commoners. What was done by this committee does not appear from any entry on the records, but about fifteen months afterwards, at a meeting of the proprietors of the common lands it appearing that some persons had said that they had lost all their land in the first north division it was voted to choose a committee of five men to take in behalf of the commoners a quitclaim from these men of all their rights in that division so lost and they to lay out in way of exchange one-third of the number of acres which they said they had lost, if on examining their claims they should find them to be just. The committee chosen for this purpose was Capt. Jabez Dow, Deacon Nathaniel Weare, Capt. Joshua Wingate, Sergt. Ephraim Marston and Christopher Page. The time allowed them for doing their work was from the 10th of May to the last day of July following. On the 9th day of July, 1722, the committee made their report, having laid out about a hundred and sixty acres of land to more than twenty men in lots varying from two to twenty acres.

“At the last named commoners’ meeting, another committee was chosen for a different purpose consisting of the following men: Capt. Jabez Dow, Christopher Page, Simon Marston, Elisha Smith, Dea. Nathaniel Weare, Benjamin Hilliard, Capt. Joshua Wingate and Joseph Tilton. A large portion of the land had been laid out and disposed of at an earlier period, but a con-

siderable quantity in different parts of the town was still held in common by the proprietors. The committee was appointed to view this common land and to determine in case they should think it expedient to make any division, into how many parts the commons should be divided, with the understanding that the people of each part of the town should have their proportion in the part nearest to them. The committee was instructed to report at an adjournment of the meeting one week later. At the adjournment, the commoners chose Col. Peter Weare, Dea. John Tuck, Dea. Nathaniel Weare, Capt. Jabez Dow, Ephriam Marston, Christopher Page, and Capt. Joshua Wingate a committee to receive the claims of any of the commoners land and give in their opinion at the next commoners meeting, said committee to report who have just claims and who have not.

“The committee appointed to consider the condition of the common lands and to recommend what new measures to adopt concerning them, after giving considerable attention to the subject agreed upon certain measures that were reported to the commoners and adopted by them Nov. 5, 1722. Hitherto when any business was to be transacted about the commons, it had been necessary to call a legal meeting of all the commoners. At first when they lived within a moderate distance from the meeting house where their meetings were held, it subjected them to but little inconvenience but as the settlement was extended the commoners were spread over a much larger territory, some living remote from the center, so that they could not attend the commoners meeting without loss of considerable time. To obviate this, the committee recommended that the town should now be divided into five portions to be called divisions and numbered from one to five, beginning on the easterly side of the town. In general the ungranted or common land lying in each of these divisions was to belong to and be managed by the

commoners living in or near the same division. As however it was not practicable to make the divisions in such a way that the quantity of commoner land in each of them should exactly correspond with the rights of the commoners living in the same divisions, it was necessary that some provision should be made to meet the case. Accordingly, it was agreed: that the eastermost part of the commoners should belong to the first division until their proportion should take up all of it and so successively around the whole town reserving always land for such highways to other lands and grants as might be thought convenient and be appointed for that end. In case there should not be land enough in the fifth division to satisfy the claims of the Falls people, the deficiency was to be made up from the tract of land lying within the limits of the first and second divisions though not considered as a part thereof, but as forming a small division by itself. This tract was situated between Joseph Taylor's and Simon Dow's property including the southern portion of black swamp and of the twelve shares and the whole of the Plains. If on the other hand there should be any common land remaining in the fifth division after the Falls people had received their shares, it was to be shared equally by the commoners. It was also voted, agreeably to the recommendation of the committee that the majority of the owners of each division should have power to manage the affairs thereof as fully as all the commoners could do. If any law suit should be commenced against any of the cow commoners concerning their land, the expense should be borne by all the commoners and the gain or loss shared among them all in proportion to their interest in the commons. It was further agreed to reserve sufficient land to satisfy all claims that the commoners considered just. The parsonage shares were to be laid out in the first three divisions, one share in each of them.

"A committee was chosen to complete the arrangement by ascertaining who were the lawful owners of the commons and assign to each one his proportion, the committee to be upon oath. They were also authorized to employ some surveyor not belonging to the town, Mr. Wade being preferred. The committee chosen were Lieut. Jonathan Marston, Sergt. Joseph Taylor, Simon Marston, Capt. Joshua Wingate, Lieut. Benjamin Hilliard.

"Soon after the survey of the common lands had been completed there was a meeting of the proprietors of the five divisions (Oct. 26, 1722) at which they authorized the committee previously appointed for the laying out of these divisions to determine the rights of claimants and to settle men in their rights. It was considered important also as each division had been empowered to manage its own affairs that some rule should be established to which all the divisions should conform in calling their meetings. It was therefore voted that the owners of ten shares in any division should have power to warn a meeting of the proprietors of that division and that all votes passed at such a meeting should stand good in all respects and such votes as the proprietors should order to be placed upon the town or the commoners records should be entered there by the town clerk, they paying the fee, and any entry thus made was to be regarded as a good and sufficient record."

Subject to the plaintiff's exception, the defendants introduced in evidence the following votes of the town and the proprietors, as shown by the town records:

"At a legal meeting of the freeholders of Hampton, held May 5, 1718, it was voted: 'Liberty is given the inhabitants of the town to hang or set up a fence from Deacon John Tuck's mill straight to Little River's mouth to prevent the cattle from trespassing on the beach, by feeding or hindering what may be any way serviceable for for the raising of a beach so that the sea may be if

possible hindered from breaking down a beach there. Also liberty is granted ye said inhabitants to hang or set up a gate and fence across the land near ye point at ye west end of ye beach causey and whoever shall at any time carry off any driftwood from ye beach from between Little River to ye Great Boar's Head without leave from the selectmen shall pay a fine of twenty shillings.' "

"At a legal meeting of the freeholders of Hampton, held Sept. 29, 1746, it was voted: "That every man shall have liberty to set up gates across the waste to preserve the beach between the Great and the Little Boar's Head."

At a legal meeting of the freeholders and inhabitants of Hampton, the 7th day of July, 1755, it was voted: "That Capt. Ephriam Marston, Edward Palmer, Jeremiah Moulton, John Lamprey and Jonathan Marston, Jr., be a committee to take care of the fences and gates and preserve the beach."

Also, at the same meeting it was voted:

"Sixth: The town has empowered the said committee to impound all cattle and hogs and sheep that shall be found on the beach between Hampton River's mouth and North Hill line, from the 20th of November to the 20th of October next ensuing."

"Seventh: That if any person or persons shall presume to leave a gate open or break any gate or throw down any fence that is erected to save the beach, shall forfeit and pay the sum of thirty shillings to be recovered by said committee."

"Eighth: That if any person or persons shall presume to cut or destroy any beach grass or peas on any part of the beach between Hampton River's mouth and North Hill line shall forfeit and pay the sum of thirty shillings to be recovered by said committee before any justice of the peace."

At a legal meeting of the freeholders and inhabi-

tants of the town of Hampton, held on the 15th day of March, 1757, it was voted: "Also that no person or persons shall beach or any other way heap together the seaweed or rock weed anywhere below the tops of the beach and if any person do contrary to this vote that sea weed which is so heaped up shall be free for any person to put to his own use."

In the call for this meeting, was the following article: "And also to do something to prevent the cutting down and destroying of beach pine trees or any other wood or grass upon the marshes and the beaches in Hampton aforesaid."

At a legal meeting of the freeholders and inhabitants of the town of Hampton, held March 18, 1760, the following vote was passed: "That Ebenezer Shaw and Jonathan Marston, Jr., be the persons to see law complied with relating to the beach." Meeting of the owners and proprietors of the great ox common, the 17th of October, 1749. "Voted: That all the undivided marsh between the Pines so-called and the river mouth shall be laid out."

Also: "That all the flats and beach grass to the southward of the pines so-called to river's mouth belonging to the ox commons shall be laid out within ten rods of the sea bank."

Also: "If the sea bank shall extend farther westward that the shares shall draw back and keep that distance apart."

In Dow's History of Hampton appears the following: "Great Ox Common divided. Six years before this time, namely, in November 1708 the great ox common began to pass into permanent possession of the proprietors. The shares which like the marsh farther north had been drawn for once in six years; but now the drawing for shares in the thatch ground were by vote to be forever. In September 1714 (correct date 1749), the shares of upland and a month later those of marsh came

to a final drawing and this tract which in 1641 had been set apart for a common to the world's end, now after seventy-three years ceased to be a common to the world's end, though a portion of it has ever since retained the name."

At a legal meeting of the freeholders and inhabitants of the town of Hampton, held the 8th day of March, 1762, it was voted: "John Lamprey, John Marston and Herbert Page are a committee chose to take care that the law relating to the beach is complied with."

At a legal meeting of the freeholders and inhabitants of the town of Hampton, held the 15th day of March, 1763, it was voted: "John Lamprey, Josiah Moulton, Jr., John Marston, Jr., are chosen to see that the law relating to the beach is complied with."

At the March meeting in 1768, held the 15th day of March, it was voted: "That no horses shall be suffered to go at large on the beach at any season of the year except it be from the middle of October to the middle of November."

At the March meeting in 1769 it was voted: "Captain Josiah Moulton and John Marston are chosen to see the law relating to the beach is complied with ye current years."

At a legal meeting of the freeholders and inhabitants of the town of Hampton, held the 17th day of February, 1722, it was voted: "Cornet Simon Nudd, John Marston and Moses Brown are chosen to keep the cattle and horses off the beach to the best of their discretion.

At a legal meeting of the freeholders and inhabitants of the town of Hampton, held March 16, 1779, it was voted: "That no horses or cattle shall be allowed to go onto the beach in said Hampton at any time of year except it be from the 15th day of October to the 15th day of November. Further voted that James Philbrick and John Lamprey, Jr., be and hereby are appointed a com-

mittee to take up and impound all such horses and cattle going onto the beach at any time of year except it be from the 15th of October to the 15th of November as aforesaid and the owner or owners of such horses and cattle so impounded shall forfeit and pay the sum of five pounds per head to said committee and said committee are hereby directed to follow the directions of the law as in other cases of impounding horses and cattle."

At the same meeting, it was further voted: "That no person shall be suffered to cut any beach grass or peas on the beach on penalty of the forfeiting of the sum of five pounds to be recovered by the complainants."

At a meeting of the freeholders and inhabitants of the town of Hampton, held the 21st day of March, 1780, and adjourned to the 27th day of the same year, it was voted: "That the selectmen shall hang a gate on the road at the beach causey on the first day of April next to prevent cattle and horses going at large onto the beach at any season of the year except it be from the 10th day of October to the 10th day of November."

At an annual meeting held March 19, 1793, it was voted: "That no horses or cattle shall be suffered to go on the commons or beach in this town after the 10th of April until the 15th of October on penalty of one shilling per head for every creature, to be recovered of the owner, and Captain Simon Nudd, Deacon John Lamprey and John Moulton are appointed a committee to see the above vote carried into execution."

Under the title of the inhabitants of the town of Hampton, a meeting was held March 15, 1803. In the call for this meeting was the following article: "To see if the town will pass votes to prevent cattle and horses running at large on the beach for some part of the year and to pass any other vote or votes that may be necessary in said meeting."

At said meeting, it was voted: "A vote taken to

see if the own will pass a vote to prevent cattle and horses from running at large on the beach from the 15th day of April to the 15th day of November."

At said meeting it was voted: "That it be twenty-five cents penalty per head for every neat creature or horse that shall be taken within said time."

At a legal meeting held in the town of Hampton, March 13, 1804, it was voted: "That there shall be no cattle or horses run on the beach from the 10th day of April to the 10th of October next under penalty of twenty-five cents per head."

At a legal meeting held at Hampton on the second Tuesday of March, 1815, it was voted to adopt the following by-laws:

"By-Law No. 2. No person shall cut or haul away any grass or pea vines growing or that may have grown on the beach banks so-called, in Hampton, under a penalty of not less than three or more than six dollars for each offense, to be recovered by action for debt before any justice of the peace, to and for the use of the person who shall sue for the same, with costs of suit."

"By-Law No. 3. No horses or cattle shall go at large and feed on the beach banks so-called in Hampton under a penalty that the owner or owners of such horses or cattle or persons or persons having the care of the same shall forfeit and pay for each horse or horse kind or neat cattle so going at large between the last day of October and the first day of April in each year a sum not less than fifty cents nor more than three dollars for each offense, to be recovered by action of debt before any justice of the peace to and for the use of the person who shall sue for the same, with costs of suit, unless it shall appear that such horse or other creature as aforesaid was going at large without the knowledge of the owner or person having care thereof."

"By-Law No. 4. Every person pasturing cattle on land adjoining the sea banks or common flats near the

sea having occasion to use the sea road in driving cattle to and from pasture shall at all times drive their cows and other neat cattle so that no damage be done to any land adjoining said driftway or sea road, under a penalty of not less than one or more than three dollars for each offense, to be recovered in an action of debt," etc.

At a legal meeting held at Hampton in March, 1831, it was voted: "That the selectmen prosecute any person or persons who shall cut any trees, bushes, beach grass or peas on beach."

At a legal meeting held March 8, 1836, the eleventh article in the warrant was as follows: "To see if the town will pass a vote that no horse or horse kind or neat cattle shall be suffered to run at large on the beach within the limits of the town from the 20th of April to the 20th of October and to vote the penalty for each and every offense." In accordance with said article, it was voted at the meeting: "Voted that the eleventh article in the warrant be adopted as a by-law for the town for the year ensuing."

At a town meeting held March 30, 1840, it was voted: "That no person shall be allowed to cut beach grass on Hampton Beach under the penal sum of ten dollars for each and every offense."

At a town meeting held March 9, 1841, it was voted: "That no person be allowed to cut any beach grass under the penalty of paying ten dollars for each and every offense."

At a meeting held March 13, 1846, the following resolution was adopted:

"Whereas the inhabitants of Hampton from the commencement of its settlement reserved for their convenience and as we believe for the convenience of future generations, a certain part of their territory lying and being upon the seashore as we believe its whole length from one extremity to the other, without any individual reservations whatever, (and also in other parts of said

town): that they have ever exercised exclusive jurisdiction over the same; that they at all times and under all circumstances have permitted its inhabitants to exercise and enjoy that privilege by using the same without any hindrance whatever unless prevented by vote of said town, and further they ever did and ever have acknowledged the same to be controlled by the town and to be used by the whole town which is sufficiently evident by various acts and votes of the town and laws of the state, in regard to the same. Nevertheless, a few individuals of a later date have made encroachments upon the same by enclosing and setting up personal claims, and by permitting such things to take place from time to time in lapse of time the whole territory from one end to the other will be claimed as individual property and the public forever debarred therefrom. Therefore, resolved, that we, the inhabitants, legal voters of said town, will no longer submit to such encroachments from individuals of said town, and that there be a committee chosen to look up such records as relate to the same, and that said committee examine all such public lands belonging to said town and lying as aforesaid, and that they be defined by metes and bounds and a record thereof made."

This vote on objection of the plaintiff was ordered stricken from the record by the referee. This order is now reversed, and the plaintiff has an exception thereto.

At a legal meeting held March 11, 1851, it was voted: "That the town defend all actions now pending or which may be hereafter brought against any inhabitant of the town wherein the collecting and carrying away of seaweed and rockweed as heretofore practiced, from the seashore or beach is or may be brought in question, violations against the statute in relation to the piling and procuring of seaweed excepted."

At a legal meeting held March 8, 1853, it was voted: "That Article ten relative to the removing of buildings standing upon the town's land near the fish houses be

left to the selectmen."

In a warrant calling a town meeting to be held June 11, 1869, the following were all the articles in the warrant:

"First: To choose a moderator to preside at said meeting:

Second: To see what action the town will take in regard to persons who have trespassed on the public lands bordering on the ocean within the limits of said town:

Third: To pass any vote or votes relating to said public lands or the protection of the same or for expelling such persons as now wrongfully occupy the same."

At this meeting the following votes were passed:

"Resolved that the selectmen be and are hereby instructed to employ counsel in behalf of the town as in their judgment is essential and to defend and maintain the rights of the town in all lands belonging to said town of Hampton."

"Voted that the selectmen be instructed to take immediate counsel in the matter and follow the directions of such counsel."

At a legal meeting held Nov. 5, 1872, it was voted: "That the following resolution be passed: Resolved, that the selectmen be and are hereby directed on behalf of the town to enforce the law or cause same to be enforced against squatters and any and all obstructions on Hampton Beach or the public land adjoining the sea wall on beach."

At a legal meeting held March 9, 1886, it was voted: "That the town clerk procure the decision of the Supreme Court in the case of Edson Hill and others on the beach hill and put it on record."

Also it was voted: "That the selectmen enforce the law in the cases of Hill and others under the decision of the Supreme Court."

In the warrant for the call of this meeting, there was

the following article: "To see if the town will vote to allow the houses of B. F. Daniels and others on the beach hill near the causeway to remain, provided the owners pay a ground rent."

At a legal meeting held March 8, 1887, it was voted: "That the selectmen act with the advice of General Marston in regard to the houses on beach hill."

At a legal meeting of the town of Hampton held March 14, 1893, it was voted: "Resolved that the selectmen be instructed in case any person or persons shall attempt to build any kind of structure or building or fence in or occupy any part of the territory in Hampton Beach sometimes called beach land or waste land, at once to remove or cause to be removed any and all kinds of building material, fencing stuff or any other material deposited thereon and to keep said beach land free and clear from all nuisances and obstructions deposited thereon by the hand of man, that said lands may be used and enjoyed by men in general as they have been from the settlement of the town to the present time."

At a legal meeting held March 10, 1896, it was voted: "That the selectmen be instructed to define the line as it is recorded and establish suitable bounds, of article 8 in the warning."

Article 8, in the warrant for this meeting, was as follows: "To see if the town will vote to instruct the selectmen to define the line by suitable bounds between the beach land and the adjoining abutters on land lying between the east end of the causeway and the new road at the end near Jacob B. Leavitt's."

At a legal meeting held March 9, 1897, it was voted: "That the selectmen be instructed to quitclaim all right and title which the town has in any lands at the beach which may be wanted by the United States Government for use for a contemplated life saving station."

In the warrant calling a legal meeting for March 18, 1901, Article 20 was as follows: "To determine if the

town will vote to lease to the Granite State Land Company for a term of ninety-nine years the low beach property lying on Hampton Beach between the causeway and North Hampton line and fix the terms."

At the meeting, it was voted: "That Article 20 in the warrant be indefinitely postponed."

At a legal meeting held March 12, 1907, it was voted: "That the selectmen be instructed to see that bath houses at north beach are put in good condition, painted, put on proper foundations, etc., these improvements to be made at the owner's expense; also that they be instructed not to give any permits to build any houses in that locality except for strictly bathing purposes."

At a legal meeting held March 9, 1909, it was voted: "That the selectmen be authorized and instructed to protect the rights of the town in the tract of land lying between the causeway and North Hampton line; also that they be instructed to survey and lay out said land into lots and streets before the first day of August, 1909."

The defendants offered in evidence the following petition for a highway, and the laying out of the same:

"To the Supreme Court, Rockingham, ss.

"The undersigned, Stebbins H. Dumas, Albert J. Leavitt, John A. Philbrick, John M. Palmer, Lewis P. Nudd, David F. Nudd, and Joseph L. Leavitt, all residents of Hampton in said County, respectfully represent that for the accommodation of the public, there is occasion for a new highway in said town of Hampton and North Hampton in said County, beginning at a point at the center of the road leading from Great Boar's Head to Hampton Depot opposite the telegraph pole marked M. standing two hundred and forty feet northerly of the Dodge cottage so-called and thence running in a northerly and easterly direction near the ocean beach to a point in said North Hampton on the road leading to the fish houses thirty feet northwesterly from the fish house belonging to Joseph A. Tarlton. Wherefore your peti-

tioners pray said Court to lay out said highway."

The layout by the county commissioners was as follows:

"Having resumed according to adjournment and continued through the day, and having heard and considered all evidence offered and the allegations and arguments of parties and their counsel, and having made personal examination of the route proposed for the new highway in said petition, we are of the opinion that for the accommodation of the public there is occasion for the same to be laid out, and we therefore lay out a new highway in said town of Hampton and North Hampton, beginning at a point at the center of the road leading from Great Boar's Head to Hampton Depot opposite the telegraph pole marked M. standing two hundred and forty feet northerly of the Dodge cottage, and thence running on waste land north 15 degrees east 106 rods and 13 links; thence north 25 $\frac{1}{8}$ degrees east 81 rods and 8 links; thence north 29 degrees east 120 rods and 20 links thence north 34 degrees east 29 rods and 24 links to the center of old road opposite the summer residence of Jacob Leavitt; thence on said Leavitt's land north 67 degrees east 9 rods to land of Moses and Jacob Leavitt; thence on said Leavitt's land 42 rods and 20 links; thence north 35 $\frac{1}{8}$ degrees east 69 rods and 20 links to the waste land, thence north 24 $\frac{1}{8}$ degrees east on waste land 122 rods and 34 links," etc.

The plaintiff had previously testified that he circulated this petition and that Dumas signed the same at his request. The admission of the petition and lay out was objected to by the plaintiff, as follows:

"Mr. Mitchell. I object to the use of the report for any purpose tending to show occupation or possession on the part of the town of the land in question. I also object to its use for any purpose other than to show the geographical location of the present boulevard."

This lay-out went over that portion of the plaintiff's

land which is in dispute, and the land is described as "waste land."

The plaintiff testified that under this lay-out he received no land damage and asked for none, as he was very much interested in having the road built and considered it a benefit to himself and that he was present at the hearing before the county commissioners. The petition and report were admitted as bearing on the plaintiff's claim of ownership at the time.

The town of Hampton has claimed to own the strip of waste land the whole length of its border on the ocean as evidenced by its votes in town meeting. Subject to the plaintiff's exception, Brown, a witness for the defendants and one of the selectmen of Hampton, testified that he had examined the records of the town of Hampton and did not find any grants of land at the beach to the sea. Later in the hearing Hon. John E. Young testified, without objection, that he had made a search of the public records and found no such grant.

Mr. Brown was asked by Mr. Scammon, counsel for the town:

"Q. When you were first elected selectman in 1886 what if anything did you first do with reference to any one undertaking to maintain buildings at the beach?"

The plaintiff excepted to this question on the ground that it takes in property not contiguous or even in the vicinity of the land in question. The referee ruled that the defendant could put in evidence acts of ownership on, and claim of title by the town to, lands in the vicinity and not separated from the disputed tract by land now claimed by the town, to which ruling the plaintiff excepted.

The answer was: "The first duty I ever done was to go up to Exeter to see Gen. Marston with the other two."

"Q. That was with reference to what? A. The houses on Beach Hill. I think it took in the lots and

adjoining lots, and I think that was my first year. I think that was my first year, that I had just been elected; I couldn't say. I know they were all moved off. We took some materials, building materials, and then we were stopped by injunction.

"Q. Where were the houses, Mr. Brown? A. They were not north of this road (the causeway); if you drove the way the road ran you would drive almost against one; they were not north of the north line of the road, I don't think, but whether they were in the line of the road, the way the road runs, or not, I couldn't say; they were pretty near the road anyway; that is one of them, but I don't think they were north of it.

"Q. Where were they moved to? They were moved back, all of them, and one of them north of the road but back."

The plaintiff further excepted to this evidence, as follows:

"Mr. Mitchell: My objection is that this has nothing to do with the land in question; that there was no determination of the litigation, and it would not be admissible if there was. They made some compromise agreement between the town and certain people, so they moved the houses back; but it isn't evidence of possession of this certain tract in question; what other people saw fit to do isn't evidence as to our title, and I object to it. It doesn't affect any land we claim title to."

The witness Brown also testified as follows:

'Q. Now during the time that you were selectman other than the Hill and others occupation, whether or not any one else at any time built a building on the land between the causeway and the new road which would cover practically the limits of this land?

"A. There was one attempted to.

"Q. And when was that? A. I can't tell; the first case was William Hunnewell of Exeter, I should think in 1890, somewhere there; he asked for a lease of

land there and we refused, and the first thing we knew John Fisher came up and said he had moved his lumber there and was going to build.

“Q. Where was that? A. This side of the life saving station; you know where the bath houses are, right this side of them.”

“Mr. Mitchell: I ask that that be excluded; because it has nothing to do with the land here.”

“Court: Was this on land covered by this plan here? A. Yes, it would be south of this Nook Lane Road. It would be right in there, I should say (indicating). I should say nearly opposite Captain Smart’s house, and there is his house there.”

Mr. Mitchell: I have an exception, your honor.

Q. What was done with reference to that, have you told us yet? A. No, want me to?

Q. Yes. A. I took advice and had a team come down and move the lumber away.

Mr. Mitchell: That I want excluded.

Q. Acting for the town? A. Yes.

Mr. Mitchell: I want an exception to this evidence.

Q. You say that was about 1890? A. 1889, I should say.

Q. Now if there have been any efforts on the part of anybody else except Mr. Hunnewell to build a house anywhere between the causeway and the new road, easterly of this old highway, you may tell us? A. Well, we stopped Arthur Dumas building there five or six years ago.

Mr. Mitchell: I move that that be excluded.

Q. Was that within that line? A. That would be north of that line.

Mr. Mitchell: I ask that it be excluded.

Court: That was north of the north line of the causeway.

Mr. Scammon: Yes, your Honor.

Court: I will note an exception to it, Your ground

for exception against this is what, Bro. Mitchell?

Mr. Mitchell: That it has no bearing whatever on the *locus in quo*. It is entirely outside the limits of what we claim.

Q. In what way has the occupation of the town of this land, as you have described it, been interfered with by any other person or by anyone?

Mr. Mitchell: I object.

Court: I don't see any objection to that; he may answer.

Mr. Mitchell: Exception.

A. By any other person?

Q. By any one? A. None whatever until this case came up.

Q. An since your recollection who has claimed to own the land from the causeway easterly of this old road to the new road?

Mr. Mitchell: I object to that; that brings in hearsay and everything else.

Court: If he knows, there is no objection to his answering it.

Mr. Mitchell: Exception.

A. The town of Hampton.

Q. In the examination of the records of the town with reference to grants, have you ever found any grants of this land which is claimed by Dr. Mitchell, from the town?

Mr. Mitchell: Objection; he is no expert, and he isn't qualified to answer such a question; he isn't even a lawyer. It is a question on expert opinion, and he is not competent to answer it.

Court: Of course, that is, in the first instance, up to the court to determine; whether the witness is competent to answer the question, whether he has shown sufficient knowledge; I think there is sufficient evidence on which I can rule he may be competent to answer the question, on the ground that he has been a selectman of

Hampton for many years, and I will take it for what it is worth.

Mr. Mitchell: Exception.

A. No.

Q. During the period that you have known that land there, whether or not you have known of any occupation of the land by any one other than the town, easterly of this old road?

Mr. Mitchell: One moment, I object. He has no bearing on it.

Court: He may answer it.

Mr. Mitchell: Objection and exception.

A. Not to my recollection.

Q. Did you ever see any one cutting any grass or doing anything of that character on the land east of this old road? A. Not that I remember of."

No evidence was produced that the owners of the lots north and south of the plaintiff had exercised any acts of ownership over the land lying between the line now marked by the stone posts and the ocean, or claimed title thereto, excepting such inference as may be drawn from the descriptions in the deeds above referred to.

Joseph J. Mace testified that he was eighty-five years old and lived in Hampton for eighty-four years, and owned the tract next south of the plaintiff's land, and that his father, Abner F. Mace, owned it before him, and they never claimed easterly of the old fence line, the line now marked by the stone posts and never knew that anybody else claimed to own there, excepting the plaintiff.

Ernest G. Cole testified that he owned a piece of land next north of the plaintiff's lot and was bonded on the east by the road, and claimed no farther east.

From the foregoing evidence, it appears that David Nudd first acquired title to an interest in the Roby lot by the will of his father, Simon Nudd, in 1818. Simon

Nudd acquired one undivided half by a deed in 1760. This deed bounded the tract "easterly on the sea." Simon Nudd held his title until his death in 1818, a period of fifty-eight years, when it passed by his will to his sons Samuel and David. In 1820, David Nudd acquired the title of his brother Samuel, and David then held one undivided half of the Roby lot. The deed from Samuel to David bounded the lot "easterly by a passway." In 1821 Amos Knowles conveyed to David Nudd and Tristram Shaw an interest in the Knowles lot. This deed gave no easterly bound. In 1827, James Leavitt conveyed an interest to David Nudd in the Roby lot, bounding the same "easterly on the road."

Richard Greenleaf conveyed to David Nudd an interest in the Roby lot in 1827, bounding the same "easterly on a road." In 1832, Samuel Dow conveyed to David Nudd an interest in the Towle lot, bounding the same, "easterly on a highway that leads from the cassey to the fish houses." In 1842, Oliver Dow conveyed to David Nudd an interest in the Towle lot, bounding the same, "easterly on a road." In 1842, Jesse Knowles conveyed to David Nudd an interest in the Knowles lot, bounding the same "easterly on the road." Of these deeds to David Nudd, one gives no easterly bound, and the other five bound the lot easterly on a road or passway. From these deeds and the evidence that David Nudd maintained a fence along the west line of the road now marked by a line of stone posts, and the lack of any evidence that David Nudd exercised acts of ownership over the land easterly of the road, the referee is forced to the conclusion that David Nudd never understood or claimed that his land extended easterly of the line of stone posts, during the 42 years of his occupancy of a part or all of the land westerly of that line, and for the sixteen years previous to his death, the evidence showed that he was in possession as owner of the whole tract. Thus it appears that the only claim David Nudd could make

as to the sea being his easterly bound is in the one undivided fourth of the Roby tract that came to him by his father's will.

Dumas' deed to the plaintiff is dated August 29, 1889; and was recorded July 14, 1890, and he testified that he entered upon the premises the following spring.

In 1896, under a vote of the town at its March meeting of that year, the selectmen set up the line of stone posts that has been referred to from the causeway to Nook Lane to define the limits of the common land. These posts were set up just easterly of the line of ancient fence along the westerly side of said passway. The vote and the execution of the same by the selectmen, the referee finds was an open and notorious act of entry by the town on the disputed tract under a claim of title. Again in June, 1909, the selectmen pursuant to a vote of the town, caused the disputed tract to be surveyed and plotted into lots, passways to be laid out and marked by stakes on the ground, and posted conspicuous signs offering leases of the lots. These acts the referee finds to be open and notorious acts of possession under a claim of right on the part of the town. When these acts were performed the plaintiff was out of town and did not learn of the same until later in the autumn of that year.

The plaintiff, since the conveyance by Dumas to him, has exercised no acts of ownership on the tract in dispute, nor has he made any distinctive entry on the same, excepting such legal presumption of entry under his deed as might arise from his entry upon that part of the tract described in his deed as lies west of the old pass way, and the tract in dispute has never been enclosed by any fence.

The referee finds that by the various descriptions in the old conveyances of the easterly bound of the plaintiff's land and of the land in its immediate vicinity, such as "easterly by the sea," easterly by the sea banks," "Easterly by the beach," easterly on the beach," "east-

erly by waste land near the beach," "easterly by beach hill," "easterly on the sea," were understood and intended by the parties as bounding the land easterly by the beach sand, and that the conveyances extended no farther than the line now marked by the line of stone posts.

The plaintiff contended that at the time of the division of the town into five groups of lots, the title to all common land in Hampton, including the tract in dispute, passed to the five groups of proprietors respectively, and that the original proprietors and consequently the town had parted with their title under the original grant. The referee finds as a fact that this was not the effect of such division, and makes the same ruling as a matter of law.

The referee therefore finds that the plaintiff and his predecessors in title have not acquired title to the disputed tract by grant from the original proprietors or from the town, and have not been in open and notorious possession of the disputed tract under a claim of right for a period of twenty years, and further finds that the town of Hampton has title to the disputed tract under the original grant to the proprietors and has maintained its possession of the same; and therefore finds that the defendants are not guilty in manner and form as alleged in plaintiff's writ.



