

Rochester Mill



2/2/20
2/2/20

Thence south seventy six degrees west
 twenty two rods to another Stone set in
 the ground, Thence south Eighty one and
 two thirds degrees west thirty four
 rods to a Stone set in the ground,
 Thence south fifty nine and three
 quarter degrees west Eighty three rods
 to a copper Bott in a large rock
 Thence South fifty seven and three
 quarter degrees west twenty two rods
 to a Stone set in the ground, Thence
 South forty & six tenths degrees west
 ten rods to a Stone set in the ground
 Thence South Eight & two thirds degrees
 west fourteen rods to a Stone set in
 the ground Thence south thirty four
 and one half degrees west eighteen rods
 to a Stone set in the ground, Thence
 south nineteen and two thirds degrees
 west forty rods to a Stone set in the
 ground Thence south forty and two
 thirds degrees west fourteen rods to another
 Stone set in the ground, Thence
 South fifty eight & one quarter degrees west
 twenty three rods to the Guide Post

near George Kirby's, Thence south sixty four & one half degrees west sixty and one half rods to a stone set in the ground, Thence south twenty one & two tenths degrees west twenty three rods to a stone set in the ground near the waste way stream and a little Easterly from a stone Bridge the town Built across said stream, The aforesaid Highway we have laid out three and one half rods wide and the Bounds and Ranges are on the left hand side of the way going from Town House, Which said Road is hereby reported to the Town for their acceptance and when accepted and recorded is forever after to be known as a public town way

Dated at Westport this seventeenth day of September in the year one Thousand Eight hundred and Fifty
 Frederic Brownell Selectmen
 Geo. H. Gifford
 Perry Davis } of Westport

We the Subscribers Selectmen of the Town of Westport have laid out for

The use of said Town a Town way from Edmund Wordells Corner so called northerly to Fall River line as follows: Beginning at the south west corner of Gershon Wordells Meadow where we have ordered a Stone Guide Post set, Thence north forty one & $\frac{1}{10}$ degrees East twenty two & one half Rods less one foot, Thence north forty three & $\frac{1}{10}$ degrees East one hundred & fourteen Rods & two feet, Thence north thirty nine & one quarter degrees East forty four Rods & six feet to an Ash tree near another corner of Gershon Wordells & opposite of the widow Ruth Wordells Thence north thirty four & one half degrees East twenty six Rods, Thence north seventeen & one half degrees East seventeen Rods, Thence north seven & one quarter degrees East twenty three Rods, Thence north one & $\frac{1}{10}$ degrees west eleven & three quarters Rods more or less to Fall River line which said Road is hereby reported to the town for their acceptance & when accepted & recorded is forever after to be known as a public town way said road is laid out forty feet wide & the Bounds & Ranges are

Road from Edmund Wordells to Fall River line

on the Easterly side of the way or Road
Dated at Westport this first day
of October in the year 1850

Frederic Brownell Selectman
Geo. H. Gifford of
Perry Davis Westport

We the Subscriber Selectmen of
the Town of Westport have laid out
for the use of said Town a Townway
from Tiverton line Easterly By
Jonathan Davis to Dartmouth line
as follows: Beginning at the Guide Post
near Henry Macomber Thence north
sixty seven & one third degrees west
by the Compass to Tiverton line Then
from said Guide Post north fifty
six and one quarter degrees East
forty six & one half Rods to a stone set
in the Ground Thence north Eighty
six & two thirds degrees East two &
three quarter Rods less one foot to another
stone set in the Ground Thence south
sixty six & $\frac{1}{10}$ degrees East Eighty six
Rods to a stone set in the Ground Thence
South sixty six & $\frac{1}{10}$ degrees East one
hundred and sixty Rods to a stone

set in the Ground Thence south seventy
nine & one half degrees East Eighteen rods
to a stone set in the Ground at the
north East corner of Jonathan Davis' orchard
Thence south Eighty five degrees East ninety
Eight ~~degrees~~ ~~East~~ Rods, Thence south sixty
four and one quarter degrees East thirty
two Rods Thence south seventy two &
 $\frac{1}{10}$ degrees ^{East} forty two Rods Thence south
Eighty seven degrees East fourteen Rods
Thence south sixty nine & two thirds degrees
East thirty one Rods, Thence north seventy
nine degrees East forty Rods Thence on
the same course to Dartmouth line, said
way is laid ^{out} forty feet wide and the
Bounds and Ranges are all on the southerly
side of said way which road is
hereby reported to the Town for their
acceptance and when accepted and
recorded is forever after to be known
as a public Town way
Dated at Westport this thirtieth day
of September in the year 1850

Frederic Brownell Selectman
Attest Geo. H. Gifford Geo. H. Gifford of
Town Clerk Perry Davis Westport
Recorded by me Geo. H. Gifford Town Clerk

Road by Jonathan Davis

215

We The Subscribers Selectmen of the Town of Westport have laid out for the use of the said Town a Town way through land of Harvey W. Kirby, Schabod Kirby & Isaac Snell as follows;

We the subscribers Selectmen of the Town of Westport have laid out for the use of the said Town a Town way from the Highway leading from George H. Gifford's to the Town House to the Highway leading from the Head of the River to Flax's Bridge over land of Harvey W. Kirby, Schabod Kirby & Isaac Snell as follows; beginning at the corner of the wall south westerly from where Simon Potter lives, thence South Eighty seven & three fourths degrees East Twenty one rods, thence South Seventy two & half degrees East twenty two rods & two feet to a Stone Bar post East side of the bar way thence south sixty seven & one fourth degrees East thirty six rods to the corner of the wall in Kirby's line thence South Seventy three & one fourth degrees East thirty Eight

216

rods thence South Eighty Eight & one third degrees East nineteen rods & six feet to the road before mentioned said road is to be forty feet wide the bounds and ranges are on the north side of said way and we have determined that Schabod Kirby & Isaac Snell receive fifty dollars as compensation for damages, which said road is hereby reported to the Town for their acceptance and when accepted and recorded is forever after to be known as a public Town way.

Dated at Westport this twenty first day of October in the year 1851

A. Brownell Selectman
Perry Davis of
Geo. H. Gifford) Westport

At a legal meeting of the inhabitants of the town of Westport held on the 10th day of November in the year 1851 voted to amend the foregoing Report by allowing Harvey W. Kirby fifteen dollars as damages & then voted to accept said report as amended.

Attest a True Record

Geo. H. Gifford Town Clerk

We the Subscribers Selectmen of the Town of Westport have relaid out the Highway leading from Cummings & Macomber's Mills in said Town southerly to the Head of the River so called as follows viz. Beginning at a Stone set in the ground on the west side of the road at the northeast corner of said Cummings & Macomber's lot where the Barn stands Thence south six degrees west seven Rods and two feet to the northeast corner of Christopher A. Church's land Thence south twelve degrees west twenty three and one fourth rods Thence south nine and three fourth degrees west twenty seven and one half rods to the south East corner of said Church's land Thence south seventeen and one half degrees west thirty one and three fourth rods to the Guide Post at the south East corner of Peleg W. Peckham's Garden The aforesaid Highway to be forty

feet wide and the Bounds and Ranges are all on the west side of the way.

Which said Highway is hereby reported to the Town for their acceptance and when accepted and Recorded is forever after to be known as a public Town way

Dated at Westport this twenty first day of October in the year 1851

J. Brownell Selectman
Geo. H. Gifford
Perry Davis Westport

At a legal meeting of the inhabitants of the Town of Westport held on the tenth day of November in the year one thousand eight hundred and fifty one it was voted to accept the foregoing Report

Attest

Geo. H. Gifford Town Clerk

We The subscribers Selectmen
 of the Town of Westport in compli-
 ance with a vote of the Town pas-
 sed at the last annual meeting
 have on this twenty seventh
 day of August 1851 Resurveyed
 and laid out for the use of
 said Town a Highway, watering
 and Landing place beginning
 near the southeast corner of
 Richard Hmy's meadows at
 a stake by the side of the wall
 in the west line of the Highway
 leading from the sea northerly
 said Highway is the dividing
 line between Westport & Dartmouth
 then South Eighty Three degrees west
 about seventy Eight rods to a
 ditch supposed to be the East
 line of Samuel Wilcox's meadow
 near the west end of the Pond
 thence to the sea by a parallel
 line with the Highway at the
 East end of said watering place

Highway, Watering, Landing Place

220

thence by the Sea to the Highway
before mentioned. Which said
Highway, watering and Landing
place is hereby Reported to the
Town for acceptance and when
accepted and recorded is forever
after to be known as a public Hig-
hway, Watering and Landing
place

J. Brownell Selectman
Perry Davis of
Geo. H. Gifford Westport

At a legal meeting of the inha-
bitants of the Town of Westport
held at the Town House in said
Town on Monday the tenth day
of November in the year one
Thousand Eight Hundred and
Fifty one it was voted to accept
the foregoing Report

Attest

Geo. H. Gifford Town Clerk

Westport February 1st 1851

We the subscribers have this day agreed and divided a certain piece of Division fence between us in the following manner to wit. Beginning at the southwest corner of David Devols land and northwest corner of Peleg Snell's land on the west side of the Pond called Devols Pond at ^{the} East line of the driftway measured Easterly and set off to Peleg Snell Thirty six rods consisting of Twenty three and one fourth rods of wall and twelve and three fourth rods without wall to a long flat stone standing in the ^{old} wall of about four feet long two feet wide and one foot thick Then measured and set off to David Devol Thirty four and three fourth rods to the pond also to build the wall one rod below the bank of the pond consisting of two rods of wall and thirty two and three fourth rods without wall.

All which Division of said fence we the said parties respectively agree to and that we will make

and maintain a good and lawful wall or fence in our respective allotments and for the true performance of the same we bind ourselves our Heirs Executors, Administrators and assigns forever by ~~the~~ their presents In witness whereof I Peleg Snell of the one part and David Devol of the other have hereunto set our hands and seals this Twenty fifth day of March one thousand Eight hundred and fifty two

In presence of David Devol *D.D.*
Robert Lawton Peleg Snell *P.S.*

Received and recorded the foregoing instrument March 26, 1852

Attest Geo. H. Gifford Town Clerk

This memorandum of an Agreement made this fifth day of May in the year one thousand Eight hundred and fifty five by and between George H. Gifford, Russell Gifford & Israel Allen Selectmen of the Town of Westport in behalf of said Town on the one part and Elizabeth Shaw of said Westport on the other part

W. I. T. V. S. S. & T. H.

That whereas there is a division fence needed on the line that divides the wood lot that the Town of Westport purchased of Thomas J. Allen and the Homestead of the said Elizabeth Shaw it is now agreed that thirty five rods of the westerly part of said fence shall be erected and supported by the said Elizabeth Shaw and the remainder thereof by the inhabitants of said Town of Westport. And this agreement being recorded in the Office of the Town Clerk of said Town of Westport shall be perpetually binding upon the inhabitants of said Town of Westport and the said Elizabeth Shaw

her heirs and assigns forever
Witness our hands and seals
the day and year aforesaid

Attest Geo. H. Gifford

Ezra P. Brownell Israel Allen

Russell Gifford

Ezra P. Brownell for Elizabeth Shaw

May 10. 1855 Then Received and
Recorded the foregoing instrument
A true Record

Attest

Geo. H. Gifford T. Clerk

Whereas a dispute has arisen between Green Allen and Ephraim Briggs both of Westport in the County of Bristol and State of Massachusetts about their respective rights in a partition fence in the line between their farms in Westport. We the subscribers fence viewers of said Town duly chosen and sworn having on the application of the said Green Allen and after having given due notice to the said Ephraim Briggs viewed the premises and duly considered the matter in dispute have assigned

and do hereby assign to each of the parties his share of said fence as follows. The said Green Allen ^{shall} build and keep in repair a good and sufficient fence from the Southwest corner of the said Briggs Farm Easterly about Eighty one rods to a long stone set in the ground by the side of the wall.

And the said Ephraim Briggs shall build and keep in repair a like fence on the other part of said line about Seventy one rods to the River.

Given under our hands at said Westport this Eighteenth day of June Eighteen hundred and fifty five

Jerch Brownell
Holder Wordell

Attest a true Record
Recorded by me

Geo. H. Gifford Town Clerk
Westport

An agreement made and concluded between Major Allen & Jonathan Whalon both of G. Westport respecting their rights in the division of wall in the time between their land on farms in said G. Westport. 1st The sd. Major Allen shall maintain a good and sufficient wall between beginning at the N.E. corner of Catherine Kings pasture & the N.E. corner of the sd. Jonathan Whalon's meadow easterly as the wall now is $9\frac{3}{4}$ rods to the S.E. corner of the sd. Allens meadow & the S.W. corner of sd. Whalons orchard. Thence Northerly 10 rods as the wall now is between the sd. Allens meadow & Whalons orchard to the N.W. corner of sd. orchard. Thence Easterly 5 rods as the wall now is to a mark on the wall.

2^d Then the said Jonathan Whalon shall maintain a good and sufficient wall between beginning at the mark on the wall where the sd. Allens distance is out Easterly $24\frac{1}{2}$ rods as the wall now is between the sd. Allens & Whalons land to the N.E. corner of sd. Whalons land.

G. Westport March 2, 1858

Signed in the presence of Major Allen
Jonathan Whalon
Frederick Allen
Attest A true record
Recorded by me
Israel Allen Town Clerk W.

A mutual agreement made & concluded between Major Allen on one part and Wm W Cornell agent for Catherine Wing on the other the 31st day of March A one Thousand Eight Hundred fifty Eight in regard to the division wall between the said Major Allen land & Catherine Wings land -

1st I Major Allen do agree to maintain a good and sufficient wall ~~between~~ beginning at the road the S.W. corner of my farm Easterly as the wall now is 35 rods to a cross wall near by a red cedar tree, and to give to said Wm W Cornell 25 cmts for the choice in the division.

2nd I Wm W Cornell as agent for Catherine Wing do agree to maintain a good & sufficient wall beginning at the cross wall & red cedar tree as the wall now is Easterly 27 rods to the N.E. corner of the said Catherine Wings land.

So Westport March 31. 1858

Witness Frederick Allen Major Allen
For Major Allen William W. Cornell

Attest

A true record

Israel Allen Jan Clerk

So Westport 4mo 9. 1858

Whereas questions haveing arisen between James Cornell and George Kirby both of Westport respecting their rights in a partition fence in the line between their lands in said Town & the subscribers between their lands in said Westport duly chosen and sworn having on the application and in presence of said parties viewed the premises and heard their several allegations have assigned to each of said parties as follows - as his share of said fence -

the said James Cornell shall make & keep in repair a good and sufficient fence from Obediah Lawtons line Northerly 19 rods $7\frac{1}{2}$ feet to a heap of stones by the wall And the said George Kirby shall make and keep ^{like} in repair a like fence from said bound Northerly 19 rods $7\frac{1}{2}$ feet to the corner, the said James Cornell shall make & keep in like repair a fence from said corner westerly in the line $52\frac{1}{2}$ rods And the said George Kirby shall make & keep in like repair a like fence from said East mentioned bound westerly in the line $74\frac{1}{4}$ rods to opposite a black birch tree near the middle of the swamp and from said tree westerly to the road about $21\frac{3}{4}$ rods we have assigned to the said James Cornell to make and keep in repair as aforesaid -

Westport June 18th 1844 Nathan C Brownell
Nathan Wood

A true record

Attest

Israel Allen Jan Clerk

Recorded 9mo 3. 1859

To Stephen B Cornell of Westport in County
 of Bristol
 Whereas complaint has been made to us
 the subscribers fence viewers of the Town
 of Westport in the County of Bristol on the
 third day of May by Tillinghast Kirby
 of said Westport to survey a fence between
 the land of Hannah Kirby and yourself
 situate in said Town beginning at the Highways
 and running Easterly 15 rods 5 feet to a
 Stone set in the Swamp and then passing
 over 45 rods assigned to Tillinghast Kirby
 and commencing at a certain cedar stake
 set in the ground near the wall thence
 northerly and easterly to land belonging to
 Jeremiah Briggs which portion of fence you
 are bound to keep in repair and we are
 bound by law to direct you to cause the
 same to be put in good repair within fifteen
 days from the date hereof
 Given under our hands this 11 day of May
 1858

Cyprian P. Brownell } Fence
 Samuel Brownell } Viewers
 of Westport

Recorded 9 Mo 3. 1859

by me

Israel Allen Town Clerk

Whereas a disagreement has arisen between Benjamin Howard and Gillingham Kirby both of Westport respecting their rights in a partition fence and obligations to maintain the same, whereas we the subscribers fence viewers of the town of Westport, upon application to us by said Benjamin Howard, have given reasonable notice to each party to attend at the time and place when and where the assignment should be made, wherefore having viewed the premises we do hereby assign to each of said parties his share of said fence to wit: The said Benjamin Howard shall maintain the west end of said fence to the division between the yellow bark tree near the fence the west tree with three marks and the east with two marks 54 rods more or less. The said Gillingham Kirby shall maintain the east end of said fence to the above mentioned division 42 rods more or less.

Given under our hands this first day of 10 mo. 1859.

Abraham Dyer } Fence
Leonard Macomber } viewers
of Westport

Recorded 10 mo. 8. 1859

by Me Israel Allen Town Clerk

Division of fence Between Joseph Wood and Thomas W. Wood, Beginning at the Potter farm Thomas W. Wood takes all to the East of the road And Beginning at the Road on west side he takes fifty rods to a butment in the wall. Then Joseph Wood takes from said Butment to great Swamp. Both agree according to the above description to Maintain a good and sufficient Lawfull fence in the line -

Westport April 5th 1842

Thomas W. Wood
Joseph Wood

Bristol SS Westport 6th Nov. 18. 1860 Received and Recorded the foregoing agreement

Attest

Israel Allen Town Clerk

Westport February 18th 1860

This is a division of fence Between Jothum Trapp on the one part & Thomas W. Wood on the other part Beginning at the south east Corner of Gilbert Macomber's land thence South Jothum takes one half of the line fence next to wood lacking six feet. Then Thomas W. Wood takes the remainder to the Peter-Potter farm Except Jothum agrees to maintain the Bar way that leads to his house, to which we both agree to keep a good Lawfull fence We bind ourselves our Executors administrators and heirs and assigns forever to maintain the above Described Division.

Given under our hands

& Seals

Thomas W. Wood
Jothum R. Trapp

Bristol SS Westport 6th Nov. 18. 1860 Received and Recorded the foregoing agreement

Attest

Israel Allen Town Clerk

This Agreement made this ^{tenth} day of June A.D. One thousand Eight hundred and sixty one by and between Peleg S Sanford of Westport in the County of Bristol and Commonwealth of Massachusetts of the first part, and Helder J. Petty of Westport aforesaid of the second part Witnesseth 1st That the said Peleg S Sanford of the first part promises and agrees to maintain and keep in repair a good and sufficient wall or fence in the line between the land of the said Peleg S Sanford and the land of the said Helder J. Petty Commencing at the Highway which leads from Brownells Corner so called to Hordell's Corner in Westport aforesaid and extending westerly in said line thirty eight rods to a long stone for a bound. 2nd That the said Helder J. Petty of the second part promises and agrees to maintain and keep in repair a good and sufficient wall or fence in the line aforesaid Commencing at the long stone aforesaid in the line aforesaid & running westerly in said line thirty eight rods to the corner of said Petty's land - To the true performance of the promise and agreement aforesaid each of the said parties binds himself by his representatives and assigns

fromly by these present. In witness
whereof we have hereto set our hands
and seals on the day and year first
above mentioned

Sealed & delivered
in presence of
Perry & Lawton

Deleg S Sanford (S)
Molder J. Petty (S)

Bristol SS Westport June 25, 1864
5 o'clock P.M. Received and recorded
the foregoing agreement

A true record

Attest

Israel Allen Town Clerk

Whereas a controversy has arisen between
Isaac S. Brownell of Westport and Cyrus
S. Bliss of Liverton about their respective
rights in a Partition fence in the line between
their farms in said Westport, We the subscribers
Fence Viewers of the Town of Westport duly sworn
and sworn having on the application of the said
Isaac S. Brownell (and after having given due
notice to the said Cyrus S. Bliss and
Isaac S. Brownell) viewed the Premises and
duly considered the matter in dispute have
assigned and do hereby assign to each of
the said parties his share of said fence viz
The said Isaac S. Brownell shall build and
keep in Repair a good and sufficient fence
from David's Pond (so called) 77 Rods Eastwardly
to a bound in the wall opposite a large Oak
nut tree in said Isaac Brownell's land
and the said Cyrus S. Bliss shall build
and keep in Repair a like fence on the
other part of said line from said bound 35
Rods Eastwardly to the highway also east of said
highway 20 Rods to the Woods and each is to
erect (or Repair) his part of said fence within
Fifteen days from date hereof

Given under our hands at said Westport
this 24th day of June 24, 1864

John W. Howland
Richard S. Clifford

Fence Viewers
of the
Town
of Westport

This agreement made this 15th day of July
in the year one thousand Eight hundred
and Sixty four. By and between Thomas
W. Cornell of Westport on the one part and
Hope W. Heandy of Westport on the other part
Witnesseth That whereas there is a Division
needed in the line that divides our farms
in said Westport it is now agreed that the
said Hope W. Heandy shall maintain to wit
beginning at the highway thence westerly 27
and $\frac{3}{4}$ rods in said line thence the said
Thomas W. Cornell 48 and $\frac{1}{4}$ rods in said line
thence the said Hope W. Heandy 20 and $\frac{1}{2}$
rods in said line thence the said Thomas W.
Cornell 46 and $\frac{1}{2}$ rods in said line thence
the said Hope W. Heandy 46 and $\frac{1}{2}$ rods more
or less to the river and this agreement being
recorded in the office of the Town Clerk of
said town of Westport shall be perpetually
binding upon the owners of said farms their
heirs and assigns forever
In witness whereof we have set our hands and
seals the day and year aforesaid -

Attest
Thomas W. Cornell
Hope W. Heandy

Recorded by me

Isaac Allen Town Clerk

Whereas a controversy has arisen between Isaac L.
Brightman of Westport and Simon Macomber
of said Westport about their respective rights in
a portion fence in the line between their lands
in said Westport. We the subscribers Fence
Viewers of the town of Westport duly chosen and sworn
having on the application of the said parties and after
making given due notice to the said parties viewed the
premises and duly considered the matter in dispute have
assigned and do hereby assign to each of the said parties
his share of said fence as follows viz
To the said Simon Macomber shall build and
keep in repair a good and sufficient fence from
the N. E. corner of the point meadow so called
belonging to Eadon Davis Northerly and Westerly to
the turn thence Easterly and Northerly 24 rods to a stake
in said line

And the said Isaac L. Brightman
shall build and keep in repair a like good fence on
the other part of said line viz from said bound to
the southeast corner of said Macomber's land now
owned by said Macomber 3 d. rods more or less

And each party is to erect or repair his part of said
fence within 60 days from date hereof
Given under our hands at Westport this 5th
day of June Eighteen hundred and Sixty Five

John W. Howland } Fence
Benjamin F. Gripp } Viewers
Richard J. Gifford } of Westport

Recorded by me

June 25th 1865

Ab. E. Kirby Town Clerk

Whereas a disagreement has arisen between Charles King of Westport and Ezra King of Westport respecting their rights in a partition fence and obligation to maintain the same and whereas we the subscribers fence viewers of the town of Westport upon application to us by said Charles King have given reasonable notice to each party to attend at the time and place when and where the assignment should be made wherefore having viewed the premises we do hereby assign to each of said parties his share of said fence To wit The said Charles King shall build and keep in good repair a wall or fence beginning at the North corner of the meadow belonging to the said Charles King on the west side of the road westerly 18 $\frac{1}{2}$ rods then the said Ezra King westerly in said line 33 and $\frac{1}{2}$ rods then the said Charles King in said line 11 and $\frac{1}{2}$ rods then the said Ezra King 6 and $\frac{1}{2}$ rods in said line then the said Charles King 14 and $\frac{1}{2}$ rods in said line then the said Ezra King 24 and $\frac{1}{2}$ rods in said line then the said Charles King 11 and $\frac{1}{2}$ rods more or less to the river The above fence to be in order within 15 days from date Westport 12th May 4th 1863.

John W. Howard & Fence Viewers
Richard S. Clifford
Benjamin J. Trapp Westport

This agreement made this sixth day of April in the year one thousand Eight hundred & sixty six By and between George D. Kirby of Westport on the one part and Jonathan Soule of Westport on the other part Witnesseth that whereas there is a Division needed in the line that divides our farms in said Westport it is now agreed that the said George D. Kirby shall maintain to wit beginning at the Highway thence easterly Ten and $\frac{1}{3}$ rods in said line thence the said Jonathan Soule Ten and $\frac{1}{3}$ in said line thence the said George D. Kirby southerly in said line Ten and $\frac{1}{3}$ rods in said line then the said Jonathan Soule Ten and $\frac{1}{3}$ rods in said line to the land of Francis Trapp and this agreement being recorded in the records of the Town of Westport shall be perpetually binding upon the owners of said farms their heirs and assigns forever

In witness whereof we have set our hands and seals this day and year aforesaid
Jonathan Soule
George D. Kirby

A True Copy

Attest Albert C. Kirby
Town Clerk

This Memorandum of an agreement made this twenty ninth day of April in the year One thousand eight hundred and Sixty Seven by and between Thomas D Carr of Westport on the one part and Humphrey Griff of said Westport on the other part Witnesseth That whereas there is a division fence needed that divides the House lot and garden of the said Thomas D. Carr in said Westport and the House lot & garden of the said Humphrey Griff in said Westport and said lots are bounded on the east by the public landing at the head of Westport so called / It is now agreed that the half of said fence commencing at said landing and measuring westerly about fifty four feet shall be erected and supported by the said Carr and the other or westerly half measuring about fifty four feet to Keriah H. Griff & land shall be erected and supported by said Griff. And this agreement being recorded in the records of the Town of Westport shall be perpetually binding upon the several owners of the said lots their heirs and assigns forever.

Witness our hands and seals the
day and year aforesaid Thomas D Carr ©
Humphrey Griff ©
Witness

Isaac Howland A true Copy attest

Albert C. Kirk
Town Clerk

This is to certify that Whereas Eudem
 Giffard bought at Auction a certain lot
 of land called the mill pasture and
 numbered five in the sale of the homestead
 farm of George Kirk and in consideration
 of said Eudem Giffard relinquishment
 of said purchase to the Heir of said Kirk
 said Heir and their assigns agree
 to assume the whole line wall or fence
 of this of this lot adjoining said Giffard
 to keep in suitable repair

Witness our hands 19-1870

J^{no}. L. Anthony } Administration
 Reuben & Hicks } on Estate
 of Lrd Kirk

Witness Sept 6th 1871

A True Copy Attest
 Albert E Kirk
 Town Clerk

This agreement made this Seventeenth day of February in the year one Thousand Eight Hundred and Seventy Two By and between, Andrew W. Hart of Westport on the one part and William R. Ball of Westport on the other part Witnesseth that whereas there is a division needed in the line that divides our Farms in said Westport it is now agreed that the said William R. Ball shall maintain to wit Beginning at the highway thence Easterly Seventeen Rods and nine feet in said line thence the said Andrew W. Hart Seventeen Rods and nine feet in said line thence the said William R. Ball Twelve and one half Rods in said line thence the said Andrew W. Hart Twelve and one half Rods in said line thence the said William R. Ball Twenty two and one half Rods in said line thence the said Andrew W. Hart Twenty two and one half Rods more or less to the mark in said line And this agreement being recorded in the Office of the Town Clerk shall be perpetually binding upon the owners of said Farms thereunto and assigns forever In Witness Whereof we have set our hands and seals the day and year aforesaid (Wm R. Ball & Andrew W. Hart & Town Clerk)

Agreement of Reston Macomber and Canaan E. J. Jr about Division fence in their Division of the Clifford Lot or land North part to build 128 feet of the Division wall Easterly from the Highway or Road the South lot to commence at the East end of the aforesaid 128 feet and build about 128 feet to a corner thence Southerly 116 ft to another corner thence Easterly 395 ft and from the East end of the aforesaid the 3rd the north lot is to build the remainder to the watering place or Brook or East End

Reston Macomber

Canaan E. J. Jr

A True Copy Attest Albert G. Kirk
1874, Jan 27th Town Clerk

Westport, 4th mo. 7th 1874.

We the subscribers Robert Potter and Gideon B. Peckham have agreed to divide the line fence betwixt our farms as follows. The said Robert Potter agrees to keep in repair one half the length beginning at the west end of said fence.

And the said G. B. Peckham agrees to keep ~~the~~ keep in repair one half the length beginning at the east end of said fence. We the subscribers by this agreement bind our heirs and assigns to this division.

Robert Potter
Gideon B. Peckham

A true copy.

Attest

John A. Macomber 2nd
Town Clerk

4th mo. 9th 1874.

Whereas a controversy has arisen between Canaan Gifford of Westport and William Gifford the occupant of the homestead farm of William Gifford late of Westport, deceased, about their respective rights in a partition fence or wall in the line between their land. We the subscribers Jence Viewers of the Town of Westport duly chosen and

Sworn having on the application of said Canaan Gifford and William Gifford the occupant of the homestead farm of William Gifford late of Westport deceased, and after having given due notice to the parties, viewed the premises and duly considered the matter in dispute, have assigned and do hereby assign to each of the said parties his share of said fence or wall as follows, viz. The said Canaan Gifford shall build and keep in repair a good and sufficient fence or wall from the River westerly forty-seven and one half rods to abound by the wall. And the said William Gifford the occupant of the homestead farm of the late William Gifford deceased or his successor or heirs of the late William Gifford deceased shall build and keep in repair a like fence or wall on the other part of said line viz. From the above mentioned bound westerly forty-nine and one half rods to the corner of the said Canaan Gifford's homestead farm. And each party is to erect or repair his part of said fence within Sixty Days from the date hereof.

Given under our hands at said Westport this
The Twenty-Fifth day December A.D. One Thousand Eight
Hundred and Seventy Four.

David Lawton } Jence Viewers
David D. Petty }
Richard S. Gifford } Westport.

Received and recorded the foregoing instrument
this Seventh day of April A.D. 1875.

A true Copy. Attest,

John A. Macomber

Town Clerk

Whereas a controversy has arisen between
Alexander H. Macomber of Westport Bristol
County Massachusetts and Abner D. Tripp of
said Westport about their respective rights in a
partition fence or wall in the line between their
land. We the subscribers Fence Viewers of the
Town of Westport duly chosen and sworn, having
on application of the said Alexander H. Macomber
and after having given due notice to the above
parties viewed the premises and duly considered
the matter in dispute have assigned and do hereby
assign to each of said parties his share of said fence
as follows. Viz: The said Alexander H.
Macomber shall build and keep in repair
a good and sufficient fence or wall from the
South end of the Division Line Forty Five rods
and nine feet to a cedar stake near a maple
tree which is marked. And the said Abner D.
Tripp shall build and keep in repair a like

fence or wall on the other part of the North end
of the said line which ends at the School House
Lot the distance being Forty Six Rods. And each
party is required to erect or repair his part of said
fence or wall within fifteen days from date and
said wall or fence to be made lawful within sixty
days from the date hereof. Given under our hands
at Westport this Twenty third day of June
Eighteen Hundred and Seventy Six

Daniel W. Sanford
Godfrey Cornell Jr.
Samuel A. Sisson

Fence Viewers
of the Town
of Westport

Received and recorded the foregoing instrument this
eighth day of July A.D. 1876.

A true copy. Attest

John A. Macomber 2d. Town Clerk.

Westport August 8, 1877.

Whereas a controversy has arisen between Ann M. Lawton of Westport Bristol County Massachusetts, and Cornelius Harrington of said Westport about their respective rights in a partition fence or wall, in the line between their land. We the subscribers Fence Viewers of the Town of Westport duly chosen and sworn, having on the applications of the said Ann M. Lawton and after having given due notice to the above parties viewed the premises and duly considered the matter in dispute have assigned and do hereby assign to each of said parties his share of said fence as follows
Via.

The said Ann M. Lawton shall build and keep in repair a good and sufficient fence or wall from the East End of the division line Seven rods and One foot to a Cedar Stake. And the said Cornelius Harrington shall build and keep in repair a like fence or wall on the other part of said line viz— from the Cedar Stake to the West End of the said line which ends at the Road the distance being Seven rods and one foot. And each party is required to erect or repair his part of said fence or wall within fifteen days of said date and said fence or wall to be made lawfully within sixty days from said date hereof. Given under our hands at Westport this Eighth day of August Eighteen Hundred and Seventy seven.

Daniel M. Sanford } Fence Viewers
Samuel A. Sisson } of the Town
of Westport

Received and recorded the foregoing instrument this twenty seventh day of March A.D. 1879

A true Copy. Attest.

Robert A. Lawton
Town Clerk

Westport May 21, 1881.

Whereas a controversy has arisen between John Beattie Jr. of Westport Bristol County Massachusetts and Abner J. Petty of said Westport about their respective rights a partition fence or wall in the line between their land.

We the subscribers Fence Viewers of the Town of Westport duly chosen and sworn having on the application of the said John Beattie Jr. and having given due notice to the above parties viewed the premises and duly considered the matter in dispute have assigned and do hereby assign to each of said parties his share of said fence as follows. Viz: The said Abner J. Petty shall build and keep in ~~good~~ repair a good and sufficient fence or wall from the East end of the division line Eight rods Five feet, Six inches to a cedar stake in the line. And the said John Beattie Jr. shall build and keep in repair a like fence or wall on the other part of said line viz: from the said Cedar Stake Twenty Seven Rods, Four

feet nine inches to a cedar stake side the wall.
 The said Abner J. Petty shall build and keep in
 repair a good and sufficient fence or wall from
 the said Cedar Stake side the wall Eighteen rods
 Fifteen feet, nine inches, ~~to a Cedar Stake side~~
~~the wall~~ ending at the west end of John Beattie
 Jr's meadow; and each party is required to erect
 or repair his part of said fence or wall within
 fifteen day from date hereof given under our hands
 at Westport this Twenty First Day of May Eighteen
 Hundred and Eighty One.

Daniel M. Sanford } Fence Viewers
 Samuel A. Sisson. } of the
 Town of Westport

Received and recorded the foregoing instrument
 this twenty third day of June A. D. 1881.

A true copy. Attest:

John A. Macomber 2d.
 Town Clerk

Whereas a controversy has arisen between Nathaniel Tripp of Westport Bristol County Massachusetts and Michael Sullivan of said Westport about their respective rights in a partition fence or wall in the line between their land. We the subscribers Fence Viewers of the Town of Westport duly chosen and sworn having on the application of the said Nathaniel Tripp and after having given due notice to the above parties viewed the premises and duly considered the matter in dispute have assigned and do hereby assign to each of said parties his share of said fence as follows. The said Nathaniel Tripp shall build and keep in repair a good and sufficient fence or wall from the North West corner of the said Michael Sullivan Land 21 rods to the North side of the burying ground wall, then from the South side of said burying ground South 1 rod to a Cedar Stake side the wall.

And the said Michael Sullivan shall build and keep in repair a like fence or wall on the other part of said line, from the said Cedar Stake South 22 rods ending at Abner Kirby's wall.

And the said Nathaniel Tripp shall build and keep in repair a good and sufficient fence or wall commencing at the South West corner of Nathaniel Tripps Land going North 15 rods 7 feet, then west 31 rods 5 feet 2 in. to a stake side the wall. And the said

Michael Sullivan shall build and keep in repair a good and sufficient fence or wall commencing at the said Stake side the wall going West 46 rods 12 feet 2 in. ending at Osborn Tripp's line wall.

And each party is required to erect or repair his part of said fence, and said fence or wall to be made lawful within Fifteen days from date. Given under our hands at Westport September Fourteenth Eighteen Hundred and Eighty One.

Daniel M. Sanford { Fence Viewers
Samuel A. Sisson { of the Town
of Westport.

Received and recorded the foregoing instrument this twenty seventh day of September A.D. 1881.

A true copy.

Attest:

John A. Macomber 2d.
Town Clerk.

Westport Jan. 16. th. 1882.

Whereas a controversy has arisen between George B. Tripp of Westport Bristol County Massachusetts and William Harlow of said Westport about their respective rights in a partition fence or wall in the line between their land. We the subscribers Fence Viewers of the Town of Westport duly chosen and sworn have on the application of the said George B. Tripp and after having given due notice to the above parties viewed the premises and duly considered the matter in dispute have assigned and do hereby assign to each of said parties his share of said fence as follows Viz: The said George B. Tripp shall build and keep in repair a good and sufficient fence or wall from the South end of division line beginning at the road leading from Westport Point to Adamsville, North 171 feet to a corner, East 718 feet to a Maple Stake side the wall. And the said William Harlow shall build and keep in repair a like fence or wall on the other part of said line Viz: from the said Maple Stake East 757 feet to the main road

Leading from Westport Point to Central Village. And each party is required to erect or repair his part of said fence or wall within Fifteen days from date hereof. Given under our hands at Westport this Sixteenth day of January Eighteen Hundred and Eighty Two.

Daniel M. Sanford	{	Fence Viewers of the Town of Westport
Samuel A. Sisson		
Godfrey Cornell Jr.		

Received and recorded the foregoing instrument
this Sixteenth day of January A.D. 1882.

A true copy

Attest

John A. Macomber 2d.
Town Clerk.

This Agreement made this Twenty Fifth day of April A.D. One Thousand Eight Hundred and Eighty Four by and between J. Henry Pierce of Westport in the County of Bristol and Commonwealth of Massachusetts of the first part and Edward B. Kirby of Westport aforesaid of the Second part, Witnesseth:

1st: That the said J. Henry Pierce of the first part promises and agrees to maintain and keep in repair a good and sufficient wall or fence in the line between the land of the said J. Henry Pierce and the land of the said Edward B. Kirby. Commencing at the North side of the lane leading from the Highway to the River and extending northerly in said line Seventy Three and one half feet to a stub side the wall for a bound. 2d. That the said Edward B. Kirby of the second part promises and agrees to maintain and keep in repair a good and sufficient wall or fence in the line aforesaid commencing at the stub aforesaid in the line aforesaid and running northerly in said line Seventy Three and one half feet to George Kirby's wall. To the true

performance of the promise and agreement aforesaid, each of the said parties bind himself, his representatives and assigns, firmly by these presents. In Witness whereof we have hereto set our hands and Seals on the day and year first above mentioned.

Sealed and delivered) Edward B. Kirby (S)
in presence of } J. Henry Pierce (S)
Daniel M. Sanford)

Received and Recorded the foregoing Agreement this Fifth day of May A.D. 1886.

A true copy:

Attest:

John A. Macomber 2d.
Town Clerk.

Westport Bristol County State of Massachusetts.

Know all men by these presents that I, Arabella H. Tripp do herein and hereby covenant and agree (for and in consideration of one dollar the receipt whereof is hereby acknowledged and other good and valuable considerations) that I will build, keep, and maintain a good and sufficient legal fence along the north line of a certain parcel of land transferred and sold to me by deed dated August 22nd 1887 and signed by Ellen N. Beattie and her husband John Beattie Jr. I further agree that I for myself my heirs, administrators, and assigns shall build, keep, and maintain said fence from from the road to extreme low water mark, thus including a so called water fence

Witness
Mary A. Kirby

Arabella H. Tripp
Charles A. Tripp

Received and recorded the foregoing this 31st day of August A.D. 1887.

A true copy,

Attest:

John A. Macomber 2d.
Town Clerk.

Westport Feb. 24. 1891

Charles Wing of Westport Bristol County Massachusetts and Lucy N. Cornell of said Westport have made application to the subscribers Fence Viewers of the town of Westport duly chosen and sworn, to divide the line fence between their land, and after having given due notice to the above parties, viewed the premises and duly considered the same have assigned^{and} do hereby assign to each of said parties his and her share of said fence or wall as follows: viz. The said Lucy N. Cornell shall build and keep in repair a good and sufficient fence or wall commencing at southeast corner of land of Charles F. Russell and Abby J. Gifford and running easterly 11 rods 6 links to a stone post side the wall. And the said Charles Wing shall build and keep in repair a good and sufficient fence or wall commencing at the said stone post side the wall running easterly $3\frac{1}{2}$ rods 6 links to a stone post side the wall. And the said Lucy N. Cornell shall build and keep in repair

a good and sufficient fence or wall commencing at the said stone post side the wall, running easterly 20 rods and 12 links to the south-west corner of Frederick B. White's land. And each party is required to erect or repair his part of said fence or wall within sixty days from date hereof. Given under our hands at Westport this Twenty Third day of February Eighteen Hundred and Ninety one

Daniel M. Sanford } Fence Viewers
S. A. Lisson } of the town
Cook G. Tripp } of Westport

Received and recorded the foregoing this
1st day of May 1891.

A. true copy

Attest:

John A. Macomber 2d.
Town Clerk.

Westport July 7th. 1879.

We the fence Viewers of the town of Westport, Bristol county Massachusetts on the application of Eli F. Tripp for a division of the line fence and wall between the said Eli F. Tripp land and Edward B. Kirby and after having viewed the premises and duly considered the same have assigned and do hereby assign to each of said parties his share of said fence or wall as follows viz:

The said Eli F. Tripp shall build and keep in repair a good and sufficient fence or wall commencing at the North East corner of Edward B. Kirby's land the line running south easterly direction 400 feet to a cedar stake. And the said Edward B. Kirby shall build and keep in repair a good and sufficient fence or wall commencing at the said cedar stake the line running in a south easterly direction 366 feet to a cedar stake that is in the line. And the said Eli F. Tripp shall build and keep in repair a good and sufficient fence or wall commencing at the said cedar stake the line running in a south easterly direction 175 feet to another cedar stake that is in the line.

And the said Edward B. Kirby shall build and keep in repair a good and sufficient fence or wall commencing at the said cedar stake that is in the line running

easterly 209 feet the line ending at the river. And each party is required to erect or repair his part of said fence or wall to be lawful within fifteen days from date.

Given under our hands at Westport July 7th Eighteen Hundred and Seventy Nine

Daniel M. Sanford	} Fence Viewers of the Town of Westport
Samuel A. Sisson	

Received and recorded the foregoing this
11th day of June A.D. 1891.

A. true copy

Attest:

John A. Macomber 2d.
Town Clerk.

Westport July 7th. 1879.

We the fence Viewers of the town of Westport have been chosen and sworn have on the application of the said Eli F. Tripp ~~and~~ having viewed the wall between Eli F. Tripp and Edward B. Kirby and finding the wall not lawful we have made a division and assigned to each of said party their share of said fence or wall as follows, viz: Commencing at the North West corner of Edward B. Kirby's land the line running in an easterly direction, we have assigned to the said Eli F. Tripp commencing at the North West corner of Edward B. Kirby's land the distance being 315 feet 4 inches to a cedar stake side the wall.

The said Edward B. Kirby commencing at the said cedar stake the distance being 315 feet 4 inches to the corner of the said wall.

And the said Eli F. Tripp commencing at the said corner of the wall the line running a Northerly direction the distance being 244 feet 4 inches to a cedar stake side of the wall.

And the said Edward B. Kirby commencing at the said cedar stake the distance being 244 feet 4 inches ending at the North East corner of his land.

Given under our hand at Westport

July 7th. Eighteen Hundred and seventy nine.

Daniel M. Sanford } Fence Viewers
Samuel A. Sisson } of the town
of Westport

~~Received~~ and recorded
the foregoing this 11th day of June
A. D. 1891.

A true copy

Attest:

John A. Macomber 2d.

Town Clerk.

This agreement made this third day of September A.D. one thousand eight hundred and ninety five by and between Isaac M. Sawton of Westport in the County of Bristol and Commonwealth of Massachusetts of the first part and Robert A. Sawton of Fall River County and State aforesaid of the second part, Witnesseth:

1st. That the said Isaac M. Sawton of the first part promises and agrees to maintain and keep in repair a good and sufficient wall or fence in the line between the land of the said Isaac M. Sawton and the land of the said Robert A. Sawton commencing at the northwest corner of said Robert A. Sawton's land and running south fifteen and half ($15\frac{1}{2}$) rods to the north abutment for a bound then commencing at a stone heap in said line and running south twenty five and half ($25\frac{1}{2}$) rods to the woods.

2nd. That the said Robert A. Sawton of the second part promises and agrees to maintain and keep in repair a good and sufficient wall or fence in the line aforesaid commencing at the north abutment aforesaid and running south thirty five (35) rods to a stone heap.

To the true performance of the promise and agreement aforesaid, each of the said parties binds himself his representatives

and assigns firmly by these presents.

In witness whereof we have hereto set our hands and seals on the day aforesaid.

Isaac M. Sawton (S)

Robert A. Sawton (S)

Daniel J. Sawton Witness

Received and recorded the foregoing this 25th day of July 1896.

A true copy.

Attest:

John A. Macomber 2d.

Town Clerk.

Westport July 23 1898

The fence Viewers were called this day to view the line fence between Joseph Boan & Alden Brightman both of Westport the line on the East side of Brightman's lot beginning at the highway and running north measuring 28 Rods was chosen by Mr Brightman to support, Mr Boan agreeing to it, the line running west from the North East Cor of Brightman's lot to high water mark at the river, measuring $28\frac{1}{2}$ rods to be supported by Mr Boan, the water fence extending into the river to be supported together both parties agreeing to the same.

Isaac D. Earle } Fence
Samuel A. Beckham } Viewers

Received and recorded the foregoing this 23^d day of July 1898.

A true copy.

Attest:

Edward S. Macomber

Town Clerk
pro tempore

This Agreement, made this "twentyeth" day of February; A. D. one Thousand Eight hundred and Seventy four, by and between Charles W. Chace of Westport in the County of Bristol and Commonwealth of Massachusetts of the first part, and Peleg S. Sanford Jr. of Westport aforesaid of the second part; Witnesseth:

1st That the said Charles W. Chace of the first part "promises" and agrees to maintain and keep in repair a good and sufficient wall or fence in the line between the land of the said Charles W. Chace and the land of said Peleg S. Sanford Jr. "commencing" at the Highway called the old county road in Westport aforesaid, and extending "northly" in said line "thirteens" rods to an "abuttment" for a bound

2nd That the said Peleg S. Sanford Jr of the second part promises and agrees to maintain and keep in repair a good and sufficient wall or fence in the line aforesaid "commencing" at the "abuttment" aforesaid and "running" "northly" in said line "Thirteens" rods to the corner of said Sanfords land

To the true performance of the promise and agreement aforesaid, each of the said parties binds himself, his representatives, and assigns, firmly

by these presents, In Witness whereof, we have hereto set our hands and seals on the day and year first above mentioned

"Attest" James B. Chace { Charles W. Chace (S)
Peleg S. Sanford Jr (S)

Received and recorded the foregoing this 26th day of May A. D. 1906.

A true copy,

Attest:

Edward L. Macomber,
Town Clerk.

Upon application of Mary A. Sanford, of Westport in the County of Bristol, dated May 26, 1906, stating that a controversy has arisen between her and Boaz De Souza of said Westport, concerning their respective rights in a partition fence between the premises belonging to said Mary A. Sanford and the premises belonging to said Boaz De Souza situated in said Westport, and concerning the obligation of the said Mary A. Sanford and Boaz De Souza to maintain said fence, we gave the said parties due notice that we would meet on the premises on the eleventh day of June at ten o'clock in the fore noon to hear and act upon the said application. We met at the time and place appointed, and the said Mary A. Sanford appeared and was represented by Peleg S. Sanford, Jr., and the said Boaz De Souza

After hearing the parties and viewing the premises we determined that a partition fence is required between the land of the said Mary A. Sanford and that of said Boaz De Souza. We assign to the said Mary A. Sanford as her share of the fence to be erected and maintained upon the line between her premises and the premises of the said Boaz De Souza the south-

erly portion of said line beginning at land^{270.}
of Peleg S. Sanford Jr. and running thence northerly
to a stone post set in the ground, and we
assign to the said Boaz De Souza as his share
of the fence to be erected and maintained upon
said boundary line the remaining part of
said boundary line, beginning at said post
set in the ground thence running northerly to
a corner in said line, and thence easterly in
said line to land of Peleg S. Sanford Jr.

We direct that the said Mary A. Sanford and
the said Boaz De Souza shall erect their respec-
tive shares of said fence within fifteen days
from the date of this assignment. We have
taxed the fees and costs of said view as follows:-

And we determine that one half of said fees
and costs shall be paid by the said Mary A.
Sanford, and one half by the said Boaz De Souza.

Dated this eleventh day of June 1906.

William E. Paull	} Fence Viewers of Westport.
Albert E. Davis	
Daniel M. Sanford	

Received and recorded the foregoing this 11th day
of June A.D. 1906.
A true copy, Attest: Edward L. Macomber, Town Clerk.

Upon application of Edward B. Kirby of Westport in the County of Bristol and Commonwealth of Massachusetts stating that a controversy has arisen between him and Sarah A. Card of Newport in the County of Newport and state of Rhode Island, concerning their respective rights in a partition fence between the premises belonging to said Edward B. Kirby and the premises belonging to the said Sarah A. Card situated in the said Westport, and concerning the obligation of the said Edward B. Kirby and the said Sarah A. Card to maintain said fence, we gave the said parties due notice that we would meet on the premises on the eighteenth day of March 1908 at ten o'clock in the forenoon to hear and act upon the said application. We met at the time and place appointed, and the said Edward B. Kirby appeared; the said Sarah A. Card did not appear.

After hearing the applicant and viewing the premises we assigned to the said Sarah A. Card as her share of the fence to be maintained upon the line between her premises and the premises of the said Edward B. Kirby the westerly portion of said line beginning in the easterly line of the highway adjoining said premises on the west, thence easterly one hundred fifty-eight and one half ($158\frac{1}{2}$) feet to a stone post set in the ground, and we assigned to the said Edward B. Kirby as his share of the fence to be maintained upon said boundary line the remaining part of said boundary line, beginning at said post set in the ground thence running

easterly one hundred fifty-eight and one half ²⁷² ($158\frac{1}{2}$) feet to the north easterly corner of said Kirby's land.

Dated this eighteenth day of March A.D. 1908.

William E. Paull	} Fence Viewers of Westport.
Albert E. Davis	
Daniel M. Sanford	

Received and recorded the foregoing this 31st day of March A.D. 1908.

A true copy,

Attest:

Edward L. Macomber,
Town Clerk.

We Joseph Hull and David C. Palmer, Fence viewers of the Town of Westport, having been called to view and divide the line fence between the farms of Charles Wing and Samuel B. Tuell, have divided said fence as follows: beginning at or near the west side of highway and running south-westerly about 150 feet, more or less, to corner of wall thence westerly 481 ft, more or less, to a jog to dell thence southerly, westerly and northerly around jog about 152 ft, more or less, to corner of wall thence westerly 145 ft. to a stone monument set in line wall to be kept up and maintained by Charles Wing. From before mentioned monument to and into river about 865 ft, more or less, and a suitable water fence in river to be kept up and maintained by Samuel B. Tuell. Water fence to be post and rail or wire, as best suits the parties concerned.

Joseph Hull } Fence Viewers of Westport.
David C. Palmer }

Westport, Mass. July 17, 1911.

Received and recorded the foregoing this 17th day of July A. D. 1911.

A true copy,

Attest:

Edward L. Macomber
Town Clerk.

Westport, Mass. May 5, 1913.

We, the undersigned Fence Viewers of the Town of Westport have this day viewed and divided the line fence between the Philip H. Brownell Estate and the land of Leonard Botelho as follows: Beginning at the North West corner of Botelho land on the south side of Highway and going southerly a distance of 365 ft to a drill hole in east side of wall to be kept up by the Philip H. Brownell heirs. The remainder of said west line wall to the line wall on north of George M. White land on south of Botelho land 360 ft more or less from above mentioned drill hole to be kept up and maintained by Leonard Botelho.

Joseph Hull } Fence Viewers
David C. Palmer } of Westport

Received and recorded the foregoing this 7th day of May A. D. 1913.

A true copy,

Attest:

Edward L. Macomber,
Town Clerk.

Westport, Mass. May 5, 1913.

We, the undersigned Fence Viewers of the Town of Westport, have this day viewed and divided the line fence between the land of Leonard Botelho and George M. White as follows:

Beginning at a corner in the West line of Botelho land and the North line of White land at the line of the Brownell land a distance of 400 ft to a drill hole on North side of said line wall to be kept up and maintained by Leonard Botelho. The remainder or about 430 ft. more or less to Botelho's Southeast corner to be kept up and maintained by George M. White

Joseph Hull } Fence Viewers
David C. Palmer } of
Westport

Received and recorded the foregoing this 7th day of May A. D. 1913.

A true copy,

Attest:

Edward L. Macomber,
Town Clerk.

We, the undersigned Fence Viewers of Westport have divided the fence between the land of Leonard Botelho and Manuel Thomas as follows: -

Beginning on north end of said fence at south side of highway and going southerly a distance of 265 feet, more or less, to a drill hole in a cleft rock on east side of wall to be kept up by Leonard Botelho. The remainder of said fence a distance of 245 feet, more or less, to be kept up by Manuel Thomas

David C. Palmer } Fence Viewers
Joseph Hull } of
Westport

Received and recorded the foregoing this 27th day of September A. D. 1913.

A true copy,

Attest:

Edward L. Macomber,
Town Clerk.

Record of the location of a bank wall built in front of house of Braz De Sousa on north side of County Road (so called) in Westport beginning at east end of wall and in line of old wall and going about 20 ft, more or less, to east side of driveway and from west side of driveway about 120 ft, more or less, and if wall is further extended to come in same line with wall of Irvin F. Sanford from before said 120 ft.

Joseph Hall } Fence
Viewer

Received and recorded the foregoing this 6th day of April A.D. 1914.

A true copy,

Attest:

Edward L. Macomber,
Town Clerk

Westport, Oct. 13, 1915.

We, the undersigned, Fence Viewers of Westport have this day viewed and divided the fence between the lands of Henry Brosseau and Frank Sousa on East side of Pine Hill Road as follows; Beginning on East side of road at Brosseau's North line and going Easterly to a corner about 164 ft, to be maintained by Henry Brosseau, from said corner going northerly to a corner about 182 ft thence Easterly 980 ft to a drill hole in a rock on North side of wall to be maintained by Frank Sousa, from said drill hole to a corner and thence Southerly to King's line wall, being the remainder of line fence to be maintained by Henry Brosseau.

Joseph Hull } Fence Viewers
Abram J. Potter } of Westport.

Received and recorded the foregoing this 14th day of October A.D. 1915.

A true copy,

Attest:

Edward L. Macomber,
Town Clerk.

Westport Mass.

July 3, 1916

We the undersigned, Fence Viewers of the Town of Westport have viewed and divided the fence between the lands of Gustavious B. Wilbor and Charles H. Hitt as follows, beginning on the West side of highway and going west a distance of 455 feet to be kept up by Charles H. Hitt, then in same line a distance of 595 feet to be kept up by Gustavious B. Wilbor, then in same line a distance of 655 feet to be kept up by Gustavious B. Wilbor, then in same line a distance 655 feet to be kept up by Charles H. Hitt to end of division fence.

Signed

Abram J. Potter	} Fence Viewers of Westport.
Joseph Hull	

Received and recorded the foregoing this
5th day of July A. D. 1916.

A true copy.

Attest: Edward L. Macomber,
Town Clerk

Westport, Mass. July 3, 1916

We the undersigned Fence Viewers of the Town of Westport have viewed and divided the fence between the lands of Estate of Mary S. Wilbur and Charles H. Hitt as follows beginning on the West-side of highway and going west a distance of 455 feet to be kept up by Charles H. Hitt then in same line a distance of 595 feet to be kept up by Estate of Mary S. Wilbur then in same line a distance of 655 feet to be kept up by same Estate of Mary S. Wilbur then in same line a distance of 655 feet to be kept up by Charles H. Hitt to end of division fence between the two farms.

Signed	}	Fence Viewers of Westport.
Abram J. Potter		
Joseph Hull		

Received and recorded the foregoing this
4th day of August A. D. 1916.

A true copy,
Attest:

Edward L. Macomber,
Town Clerk.

We, the fence viewers of Westport, have divided the fence between the lands of Benjamin "Cummins" and Ed. Gardner Gifford as follows:— beginning at east end of fence at west side of highway and going westerly in line of fence to a cross wall about 2150 feet, more or less, to a point mutually agreed by "Cummins" and Gifford, to be maintained by Benjamin "Cummins" from thence to the end of the fence about 2000 feet, more or less, ^{to mark} to be maintained by E. G. Gifford

Joseph Hull } Fence Viewers
David C. Palmer } of
June 22, 1917 Westport

Received and recorded the foregoing this 27th day of June A. D. 1917.

A true copy.

Attest:

Edward L. Macomber,
Town Clerk.

Know all men by these presents that we the undersigned, agree and covenant together to keep a certain piece of stone wall or fence in good and lawful condition the same being a line fence dividing land owned by the undersigned parties, each to keep one half of said wall or fence Isaac M. Lawton his heirs or assigns forever to keep the half being toward the south and J. Manvill Lewis his heirs or assigns forever to keep the half being toward the north, said wall or fence being a continuation of a wall starting from the Lawton burying ground and running south to land owned by Robert Lawton, the same being in the Town of Westport, County of Bristol and State of Massachusetts.

April 19th 1912

Isaac M. Lawton ◇

J. Manvill Lewis ◇

Witness } Edward F. Cook Jr.

Received and recorded the foregoing this 27th day of February A. D. 1918.

A true copy.

Attest:

Edward L. Macomber,
Town Clerk.

Westport, Mass. May 3, 1918.

We, the undersigned Fence viewers of the Town of Westport, have this day viewed and divided the fence between the lands of Nellie E. Petty and Joseph Uzenk as follows: Beginning at north end of fence on the south side of Old County Rd and going southerly 194 ft, more or less, to a corner; thence, from corner westerly 88 ft, more or less, to a corner; thence, southerly to a rock in side of path about 780 ft from beginning to be kept up by Petty owners; the remainder from said rock a distance of 680 ft, more or less, to be kept up by Joseph Uzenk.

Joseph Hull } Fence viewers
Charles H. Hitt } of
Westport

Received and recorded the above this 7th day of May A. D. 1918.

A true copy,

Attest:

Edward L. Macomber,
Town Clerk.

We, the undersigned fence viewers of Westport, have viewed and divided the fence between the land of Charles E. Tripp and John Rebello as follows:—

Beginning at the east end of fence and going west 397 ft. to be kept up by said Tripp, the remainder or 397 ft more to be kept up by Rebello.

Joseph Hull } Fence Viewers of
Frank Whalon } Town of Westport
C. R. Tallman }

Received and recorded the above May 31, 1921.

A true copy,

Attest:

Edward L. Macomber,
Town Clerk

We the undersigned Fence Viewers of Westport have viewed and divided the fence between the lands of Lawrence Brooks and Estella M. Lake as follows, beginning at east bank of River and going west to wall at beginning of swamp about 1460 ft. to be kept up by said Brooks, the remainder to Highway to be kept up by said Lake. Should both agree Barbed wire may be used. to repair said fence

Joseph Hull	} Fence Viewers of Westport.
C. R. Tallman	
Frank Whalon	

Received and recorded the above June 15, 1921

A true copy,

Attest:

Edward L. Macomber,
Town Clerk.

Westport, November 7, 1923.

We the undersigned Fence Viewers of the Town of Westport, have this day viewed and divided the Line Fence between A. H. Tripp Estate and Charles N. Menard; as follows; beginning at the east end of the fence at the line of John Martin's land and going westerly a distance of 186 feet to a drill hole and bolt in north side of fence, to be kept up by the Tripp heirs, and the remainder of said fence to be kept and maintained by Charles N. Menard.

Joseph Hull	} Fence Viewers of Westport
John C. Partington	

Received and recorded the above
Nov. 13, 1923.

A true copy,

Attest:

Edward L. Macomber,
Town Clerk.

We, the Fence Viewers of Westport, have this day April 19, viewed the line fence to be erected between the land of Fred Marshall and Joseph Bastille and divided said fence as follows: Beginning at South side of the Cross road and going southerly 900 ft, 450 ft at north end to be erected and maintained by Fred Marshall, the remaining 450 ft, to be erected and maintained by said Bastille.

Joseph Hall } Fence Viewers
John C. Partington } of Westport

Received and recorded the above
April 23, 1924,

A true copy,

Attest:

Edward L. Macomber,
Town Clerk.

March 1, 1926.

Upon the petition of William S. Head, of Westport, in the County of Bristol and Commonwealth of Massachusetts, dated February 5, 1926, stating that a controversy had arisen between him and Julia A. Dwelly, of said Westport, concerning their rights with respect to a fence between certain real estate belonging to the petitioner and certain real estate of Mrs. Dwelly's, situated in said Westport, we gave the petitioner and the said Mrs. Dwelly due notice that we would meet on the premises in said Westport on Saturday, February 25, 1926 to hear and act upon the said petition. We met at the time and place appointed and there was present the petitioner. After hearing the parties and viewing the premises, we determined that a partition fence is required between the land of the petitioner and that of said Mrs. Dwelly. We found that the division line between the land of the petitioner and that of said Mrs. Dwelly is in dispute and determined the following as the boundary

line between the land of the petitioner and said Mrs. Dwelly, namely: Beginning at a stake at the northwest corner of the land of said Mrs. Dwelly at or near the highway, thence running easterly 292.13 feet more or less to another stake at the northeast corner of said land. We assigned to the petitioner as his share of the fence to be erected and maintained upon said boundary line the westerly half thereof, and we assigned to the said Mrs. Dwelly as her share of the fence to be erected and maintained upon said boundary, the remaining part of the line so determined. We direct that the parties shall erect their respective share of the said fence within thirty days from the date hereof. We have taxed the fees and costs of said view, namely: Eighteen dollars, and we determine that one-half of such fees and costs shall be paid by each party.

W. W. Howland	} Fence Viewers.
John C. Partington	
Charles H. Hitt	

I served copy of above on W. S. Head

Whereas a controversy has arisen between Edward A. Sherman and Joseph Begnoche of Westport about their respective rights in a partition fence in the line between their lands situated on the southerly side of Old County Road in said Westport, we the subscribers, a majority of the Fence Viewers of the town of Westport, having, on the application of the said Edward A. Sherman (and after having given due notice to the said Joseph Begnoche), viewed the premises and duly considered the matter in dispute, and the said Edward A. Sherman having agreed to build the fence between his land and that of said Joseph Begnoche, we do hereby assign to each of the said parties his share of maintaining said fence as follows, viz:

The said Joseph Begnoche shall maintain and keep in repair a good and sufficient fence on the line from the northeasterly corner of his lot one half of the distance

to the southeasterly corner thereof, And the said Edward A. Sherman shall maintain and keep in repair a like fence on the southerly half of the aforesaid line.

And each party is to erect his part of said fence within 30 days from the date hereof.

Given under our hands at said Westport, this 4th day of April 1929.

W. W. McCutcheon } Fence
A. J. Potter } Viewers

Received and recorded the foregoing
Apr. 5, 1929.

A true copy,
Attest:

Edward L. Macomber,
Town Clerk,

Westport, Mass.

Dec. 4, 1929.

Whereas a controversy has arisen between Warren C. Lawton and Walter Smith of Westport about their respective rights in a partition fence in the line between their lands situated on the westerly side of Sanford Road, we the subscribers fence-viewers of the Town of Westport having on the application of the said Warren C. Lawton, (and after having given due notice to the said Walter Smith) viewed the premises and duly considered the matter in dispute, do hereby assign to each of the said parties his share of said fence as follows, viz: -

The said Walter Smith shall build and keep in repair a good and sufficient fence from the northwesterly corner of his lot to the northeasterly corner thereof to the westerly line of Sanford Road and said Warren C. Lawton shall build and keep in repair a like fence from the northwesterly corner of said Smith's lot to the southwesterly corner thereof. And each party is to erect or repair his part of said fence within 30 days from date thereof.

Given under our hands at said Westport this 4th day of December 1929.

Abram J. Potter

W. W. McCutcheon

Fence Viewers.

Received and recorded the foregoing Dec. 5, 1929.

A true copy.

Attest:

Edward L. Macomber,
Town Clerk.

Westport Mass. August 29th, 1938

To Estate of Edward B. Kirby
and
Louis White

Persuant to the notice served on you on August 27th, 1938 we have this day viewed the fences and walls between your several properties and have made the following rulings.

Beginning on the drift road where the S.W. corner of the Kirby farm touches the N.W. corner of the White farm we decided that Louis White shall keep and maintain the wall across the first lot to the East and that the Kirby's keep and maintain the wall across the second lot to the East.

Beginning where the line wall on the South side of the Kirby farm begins just above high water mark on the River, the Kirby's shall keep and maintain the Easterly half to a point where a flat stone is set up on the top

of the wall for a dividing mark and that Louis White keep and maintain the wall to the Westerly from this stone to the point where the Kirby land corners with land owned by the Government.

Relating to the line wall between White and Kirby we find on July 7th. 1879 this North line was viewed by Daniel M. Sanford and Samuel Sisson Fence Viewers for then Town of Westport and their report is on Record in the Town Clerks office Book B- pages 259 & 260 we see no reason to change their rulings relating to the portion each are to maintain.

We do find the fences that are to be maintained by Louis White are in bad condition and we demand that within fifteen days he either rebuild or repair these line fences so as to conform to the law.

The Kirby part of the line have all been built of stone and are in shape

Respectfully submitted

W W Howland Chairman

Arthur L. Lawton Clerk

John P. Azevedo

Received and recorded the foregoing Aug. 30, 1938
A true copy, Attest: Edward L. Macomber, Town Clerk

Westport, Mass. June 2nd, 1939

To William Rogers,
and
William Stafford.

Persuant to the notice served on you June 1st 1939, we have this day viewed the line between your properties and have made the following rulings.

William Rogers Lot is No. 15 and he is to build and keep in repair a fence beginning at the street and running in a westerly direction 124 ft 6 in to a cement post with a bolt in the top.

William Staffords Lot is No 17 and he is to build and keep in repair a fence beginning at the cement post with the bolt in the top and running in a westerly direction 124 ft 6 in to the pond.

Respectfully Submitted,

W W Howland Chairman

Arthur L. Lawton Clerk

John P. Azevedo

Received and recorded the foregoing
July 15, 1939.

A true copy,

Attest:

Edward L. Macomber, Town Clerk.

Westport, Mass.
Sept. 9, 1943.

To Gabriel Viera
and
Ethelbert Tripp.

Persuant to the notice served on you Sept. 1st 1943 we have this day Sept. 7th 1943 viewed the lines between your properties and have made the following rulings.

Gabriel Viera property on Main Rd. Westport between Gifford Corner and Central Village. Beginning at the highway and running in a westerly direction a fence and wall 879 ft long more or less to a stone in the fence with a drill hole and iron rod in it to build and keep in repair.

Ethelbert Tripp beginning at the stone in the fence and running westerly 879 ft more or less to the property of John Partington to build and keep in repair.

This was formerly the Loamm Tripp property.

Respectfully Submitted,

Received and recorded
the foregoing Sept.
11, 1943.

a true copy

Attest: Edward L. Macomber, Town Clerk.

Wm W Howland Chairman
Arthur L. Lawton Clerk
Edward B. Haskell

Westport, Mass.
Sept. 9, 1943.

To Gabriel Viera
and
Ethelbert Tripp.

Persuant to the notice served on you Sept. 1st 1943 we have this day Sept. 7th 1943 viewed the lines between your properties and have made the following rulings.

Gabriel Viera property on Main Rd. Westport between Gifford Barner and Central Village. Beginning at the highway and running in a westerly direction a fence and wall 879 ft long more or less to a stone in the fence with a drill hole and iron rod in it to build and keep in repair.

Ethelbert Tripp beginning at the stone in the fence and running westerly 879 ft more or less to the property of John Partington to build and keep in repair. This was formerly the Leann Tripp property.

Respectfully Submitted,

Wm. J. Hocking Chairman

Arthur L. Lawton Clerk

Edward B. Haskell

Recorded in Westport Town Records, Book B,
Page 297.

Attest:

Edward L. Macomber
Town Clerk.

(Index)

Mr. Frederick Brownell

Sir Please to
Put on the Record to the List of Gideon Palmer
the Name of Lovinda Palmer Born January
19th 1821 & it will much oblige your friend

for Gideon Palmer
Lois Palmer

Berwyn

GREENHILL CYCLE BOND

SEE COLUMN FIFTH

The Commonwealth of Massachusetts

UNITED STATES OF AMERICA COPY OF RECORD OF BIRTH

..... of **Town of Westport**

I, the undersigned, hereby certify that I am clerk of the of
that as such I have custody of the records of births required by law to be kept in my office;
that among such records is one relating to the birth of

.....
and that the following is a true copy of so much of said record as relates to said birth, namely:

Date of Birth

Place of Birth

Name of Child

SexColor



