

“They shall have portion in the good they
fight for.”

HALIDON

A Village Without a Landlord

CUMBERLAND MILLS

MAINE

1912

Contributed to Maine Memory Network by Maine Historical Society
(Pamphlet 3765)

Date: 1912

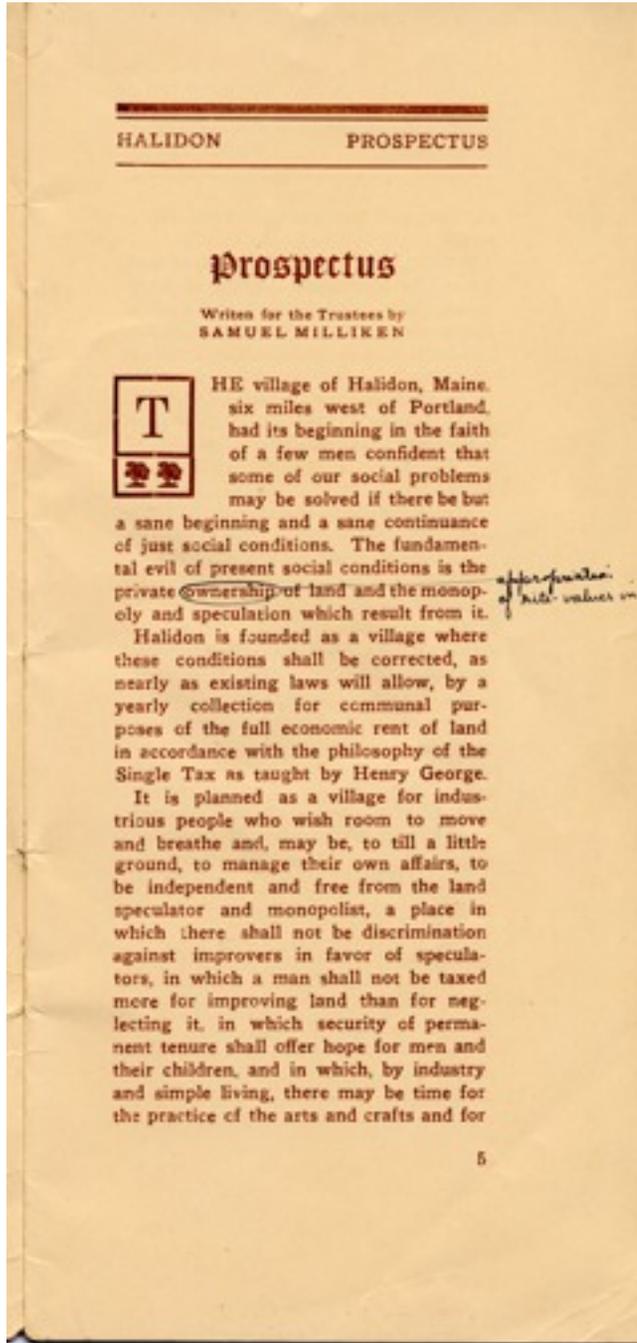
Description: Halidon village, Westbrook, Prospectus

HALIDON

To April 1	Total Acres	Gross Acres	Total Number of Buildings
1912	120	48	4
1913	120	87	7
1914	165	240	9
1915	165	285	10

HALIDON

To April 2	Total Acres	Gross Acres	Total Number of Buildings
1912	120	48	4
1913	120	87	7
1914	165	240	9
1915	165	285	10



HALIDON PROSPECTUS

PROSPECTUS

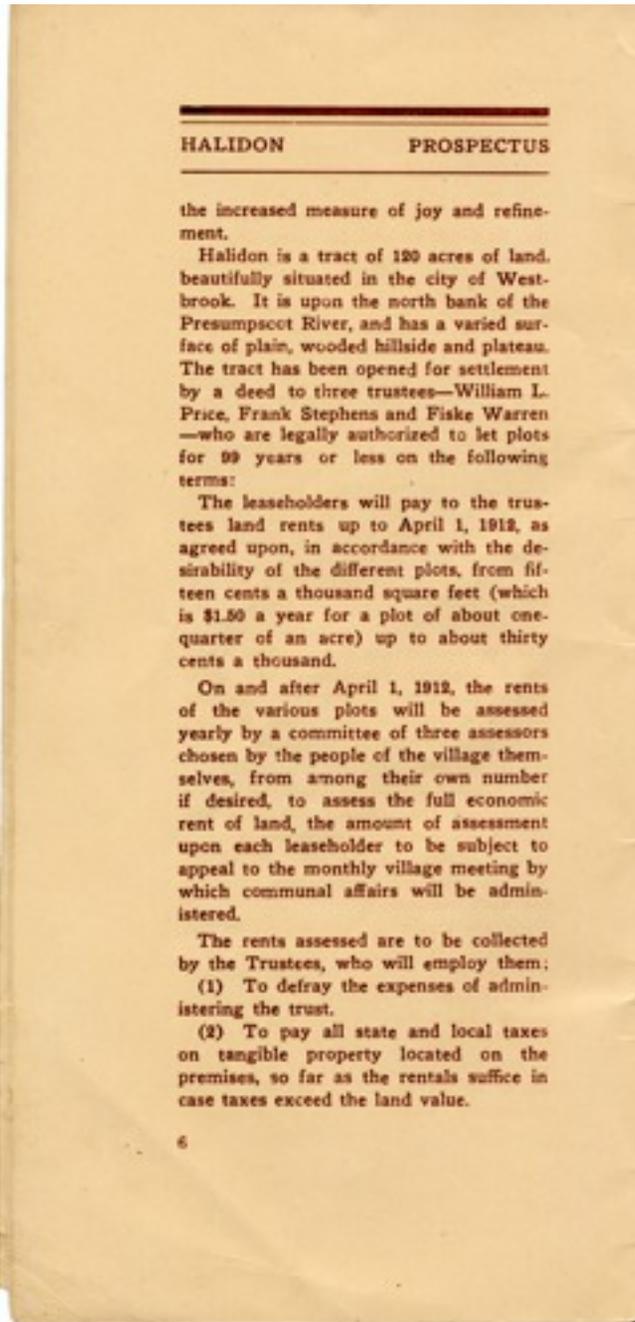
Written for the Trustees by
SAMUEL MILLIKEN

The village of Halidon, Maine, six miles west of Portland, had its beginning in the faith of a few men confident that some of our social problems may be solved if there be but a sane beginning and a sane continuance of just social conditions. The fundamental evil of present social conditions is the appropriation of site-values in

private ownership^ of land and the monopoly and speculation which result from it.

Halidon is founded as a village where these conditions shall be corrected, as nearly as existing laws will allow, by a yearly collection for communal purposes of the full economic rent of land in accordance with the philosophy of the Single Tax as taught by Henry George.

It is planned as a village for industrious people who wish room to move and breathe and, may be, to till a little ground, to manage their own affairs, to be independent and free from the land speculator and monopolist, a place in which there shall not be discrimination against improvers in favor of speculators, in which a man shall not be taxed more for improving land than for neglecting it, in which security of permanent tenure shall offer hope for men and their children, and in which, by industry and simple living, there may be time for the practise of the arts and crafts and for



HALIDON PROSPECTUS

the increased measure of joy and refinement.

Halidon is a tract of 120 acres of land, beautifully situated in the city of Westbrook. It is upon the north bank of the Presumpscot River, and has a varied surface of plain, wooded hillside and plateau. The tract has been opened for settlement by a deed to three trustees—William L. Price, Frank Stephens and Fiske Warren—who are legally authorized to let plots for 99 years or less on the following terms:

The leaseholders will pay to the trustees land rents up to April 1, 1912, as agreed upon, in accordance with the desirability of the different plots, from fifteen cents a thousand square feet (which is \$1.50 a year for a plot of about one-quarter of an acre) up to about thirty cents a thousand.

On and after April 1, 1912, the rents of the various plots will be assessed yearly by a committee of three assessors chosen by the people of the village themselves, from among their own number if desired, to assess the full economic rent of land, the amount of assessment upon each leaseholder to be subject to appeal to the monthly village meeting by which communal affairs will be administered.

The rents assessed are to be collected by the Trustees, who will employ them:

(1) To defray the expenses of administering the trust.

(2) To pay all state and local taxes on tangible property located on the premises, so far as the rentals suffice in case taxes exceed the land value.

HALIDON PROSPECTUS

the increased measure of joy and refinement.

Halidon is a tract of 120 acres of land, beautifully situated in the city of Westbrook. It is upon the north bank of the Presumpscot River, and has a varied surface of plain, wooded hillside and plateau. The tract has been open for settlement by a deed of three trustees—William L. Price, Frank Stephens and Fiske Warren—who are legally authorized to let plots for 99 years or less on the following terms:

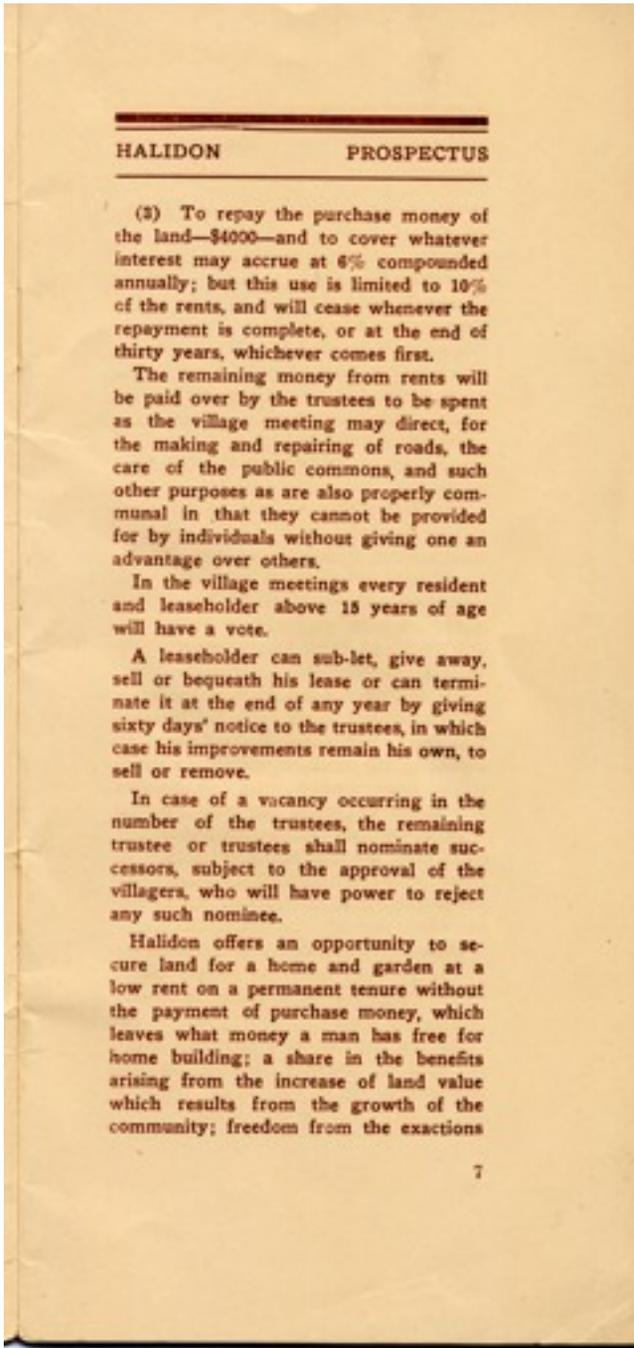
The leaseholders will pay to the trustees land rents up to April 1, 1912, as agreed upon, in accordance with the desirability of the different plots, from fifteen cents a thousand square feet (which is \$1.50 a year for a plot of about one-quarter of an acre) up to about thirty cents a thousand.

On and after April 1, 1912, the rents of the various plots will be assessed yearly by a committee of three assessors chosen by the people of the village themselves, from among their own number if desired, to assess the full economic rent of land, the amount of assessment upon each leaseholder to be subject to appeal to the monthly village meeting by which communal affairs will be administered.

The rents assessed are to be collected by the Trustees, who will employ them:

(1) To defray the expenses of administering the trust.

(2) To pay all state and local taxes on tangible property located on the premises, so far as the rentals suffice in case taxes exceed the land value.



HALIDON PROSPECTUS

(3) To repay the purchase money of the land—\$4000—and to cover whatever interest may accrue at 6% compounded annually; but this use is limited to 10% of the rents, and will cease whenever the repayment is complete, or at the end of thirty years, whichever comes first.

The remaining money from rents will be paid over by the trustees to be spent as the village meeting may direct, for the making and repairing of roads, the care of the public commons, and such other purposes as are also properly communal in that they cannot be provided for by individuals without giving one an advantage over others.

In the village meetings every resident and leaseholder above 15 years of age will have a vote.

A leaseholder can sub-let, give away, sell or bequeath his lease or can terminate it at the end of any year by giving sixty days' notice to the trustees, in which case his improvements remain his own, to sell or remove.

In case of a vacancy occurring in the number of the trustees, the remaining trustee or trustees shall nominate successors, subject to the approval of the villagers, who will have power to reject any such nominee.

Halidon offers an opportunity to secure land for a home and garden at a low rent on a permanent tenure without the payment of purchase money, which leaves what money a man has free for home building; a share in the benefits arising from the increase of land value which results from the growth of the community; freedom from the exactions

HALIDON

PROSPECTUS

(3) To repay the purchase money of the land—\$4000—and to cover whatever interest may accrue at 6% compounded annually; but this use is limited to 10% of the rents, and will cease whenever the repayment is complete, or at the end of thirty years, whichever comes first.

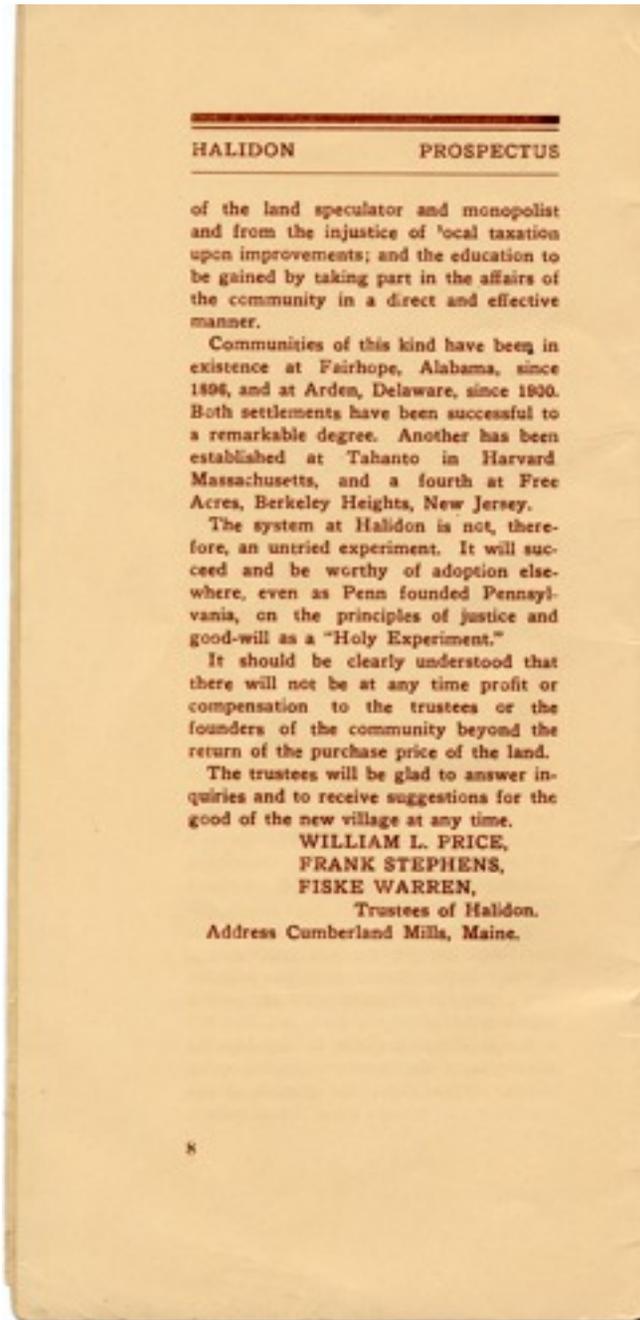
The remaining money from rents will be paid over by the trustees to be spent as the village meeting may direct, for the making and repairing of roads, the care of the public commons, and such other purposes as are properly communal in that they cannot be provided for by individuals without giving one an advantage over others.

In the village meetings every resident and leaseholder above 15 years of age will have a vote.

A leaseholder can sub-let, give away, sell or bequeath his lease or can terminate it at the end of any year by giving sixty days' notice to the trustees, in which case his improvements remain his own, to sell or remove.

In case of a vacancy occurring in the number of the trustees, the remaining trustee or trustees shall nominate successors, subject to the approval of the villagers, who will have power to reject any such nominee.

Halidon offers an opportunity to secure land for a home and garden at a low rent on a permanent tenure without the payment of purchase money, which leaves what money a man has free for home building; a share in the benefits arising from the increase of land value which results from the growth of the community; freedom from the exactions



HALIDON PROSPECTUS

of the land speculator and monopolist and from the injustice of local taxation upon improvements; and the education to be gained by taking part in the affairs of the community in a direct and effective manner.

Communities of this kind have been in existence at Fairhope, Alabama, since 1896, and at Arden, Delaware, since 1900. Both settlements have been successful to a remarkable degree. Another has been established at Tahanto in Harvard Massachusetts, and a fourth at Free Acres, Berkeley Heights, New Jersey.

The system at Halidon is not, therefore, an untried experiment. It will succeed and be worthy of adoption elsewhere, even as Penn founded Pennsylvania, on the principles of justice and good-will as a "Holy Experiment."

It should be clearly understood that there will not be at any time profit or compensation to the trustees or the founders of the community beyond the return of the purchase price of the land.

The trustees will be glad to answer inquiries and to receive suggestions for the good of the new village at any time.

WILLIAM L. PRICE,
FRANK STEPHENS,
FISKE WARREN,

Trustees of Halidon.
Address Cumberland Mills, Maine.

HALIDON PROSPECTUS

of the land speculator and monopolist and from the injustice of local taxation upon improvements; and the education to be gained by taking part in the affairs of the community in a direct and effective manner.

Communities of this kind have been in existence at Fairhope, Alabama, since 1896, and at Arden, Delaware, since 1900. Both settlements have been successful to a remarkable degree. Another has been established at Tahanto in Harvard Massachusetts, and a fourth at Free Acres, Berkeley Heights, New Jersey.

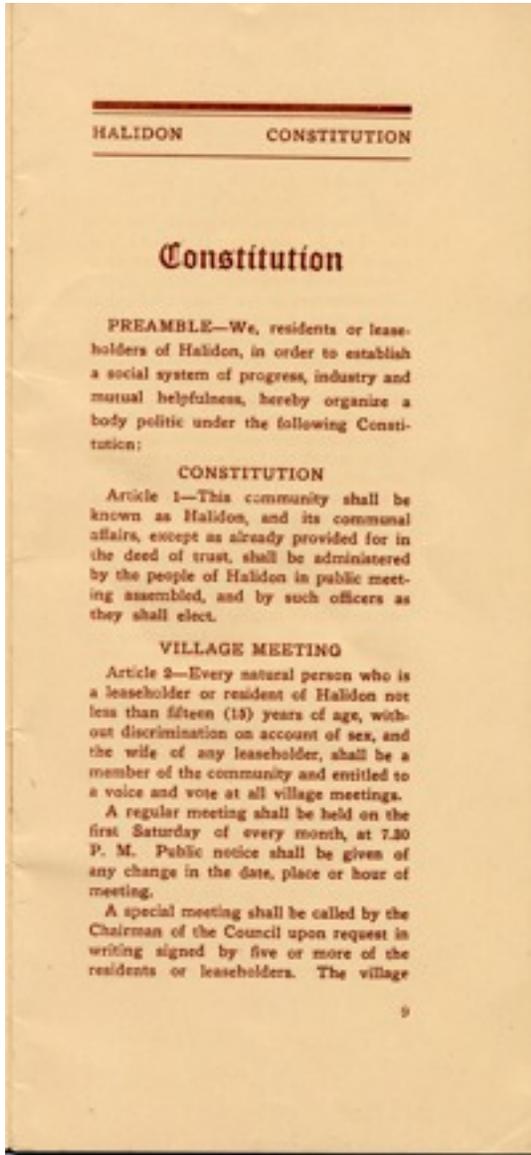
The system at Halidon is not, therefore an untried experiment. It will succeed and be worthy of adoption elsewhere, even as Penn founded Pennsylvania, on the principles of justice and good-will as a "Holy Experiment."

It should be clearly understood that there will not be at any time profit or compensation to the trustees or the founders of the community beyond the return of the purchase price of the land.

The trustees will be glad to answer inquiries and to receive suggestions for the good of the new village at any time.

WILLIAM L. PRICE,
FRANK STEPHENS,
FISKE WARREN,

Trustees of Halidon,
Address Cumberland Mills, Maine.



HALIDON CONSTITUTION

Constitution

PREAMBLE—We, residents or leaseholders of Halidon, in order to establish a social system of progress, industry and mutual helpfulness, hereby organize a body politic under the following Constitution:

CONSTITUTION

Article 1—This community shall be known as Halidon, and its communal affairs, except as already provided for in the deed of trust, shall be administered by the people of Halidon in public meeting assembled, and by such officers as they shall elect.

VILLAGE MEETING

Article 2—Every natural person who is a leaseholder or resident of Halidon not less than fifteen (15) years of age, without discrimination on account of sex, and the wife of any leaseholder, shall be a member of the community and entitled to a voice and vote at all village meetings.

A regular meeting shall be held on the first Saturday of every month, at 7.30 P. M. Public notice shall be given of any change in the date, place or hour of meeting.

A special meeting shall be called by the Chairman of the Council upon request in writing signed by five or more of the residents or leaseholders. The village

HALIDON CONSTITUTION

Constitution

PREAMBLE—We, residents or leaseholders of Halidon, in order to establish a social system of progress, industry and mutual helpfulness, hereby organize a body politic under the following Constitution:

CONSTITUTION

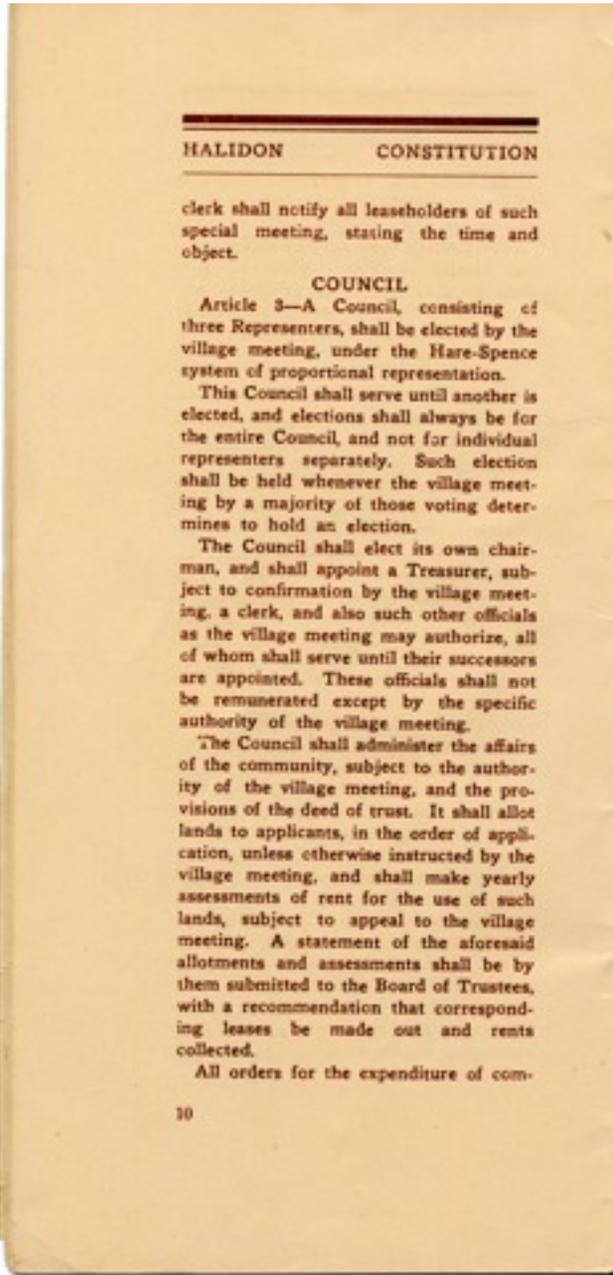
Article 1—This community shall be known as Halidon, and its communal affairs, except as already provided for in the deed of trust, shall be administered by the people of Halidon in public meeting assembled, and by such officers as they shall elect.

VILLAGE MEETING

Article 2—Every natural person who is a leaseholder or resident of Halidon not less than fifteen (15) years of age, without discrimination on account of sex, and the wife of any leaseholder, shall be a member of the community and entitled to a voice and vote at all village meetings.

A regular meeting shall be held on the first Saturday of every month, at 7.30 P. M. Public notice shall be given of any change in the date, place or hour of meeting.

A special meeting shall be called by the Chairman of the Council upon request in writing signed by five or more of the residents or leaseholders. The village



HALIDON CONSTITUTION

clerk shall notify all leaseholders of such special meeting, stating the time and object.

COUNCIL

Article 3—A Council, consisting of three Representatives, shall be elected by the village meeting, under the Hare-Spence system of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual representatives separately. Such election shall be held whenever the village meeting by a majority of those voting determines to hold an election.

The Council shall elect its own chairman, and shall appoint a Treasurer, subject to confirmation by the village meeting, a clerk, and also such other officials as the village meeting may authorize, all of whom shall serve until their successors are appointed. These officials shall not be remunerated except by the specific authority of the village meeting.

The Council shall administer the affairs of the community, subject to the authority of the village meeting, and the provisions of the deed of trust. It shall allot lands to applicants, in the order of application, unless otherwise instructed by the village meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the village meeting. A statement of the aforesaid allotments and assessments shall be by them submitted to the Board of Trustees, with a recommendation that corresponding leases be made out and rents collected.

All orders for the expenditure of com-

HALIDON CONSTITUTION

clerk shall notify all leaseholders of such special meeting, stating the time and object.

COUNCIL

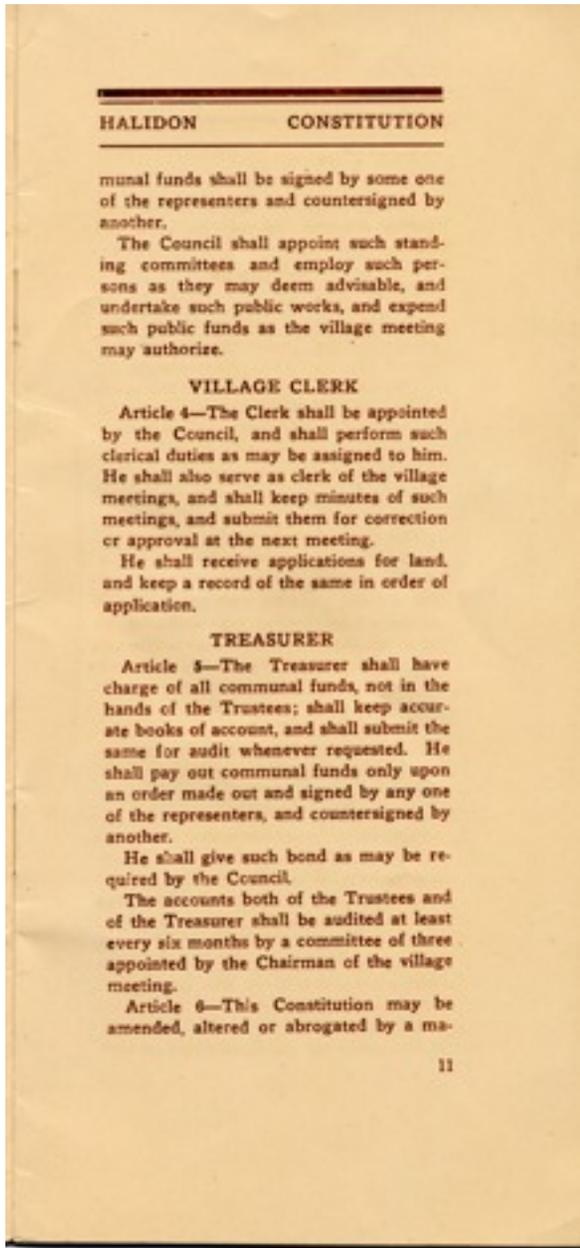
Article 3—A Council, consisting of three Representatives, shall be elected by the village meeting, under the Hare-Spence system of proportional representation.

This Council shall serve until another is elected, and elections shall always be for the entire Council, and not for individual representatives separately. Such election shall be held whenever the village meeting by a majority of those voting determines to hold an election.

The Council shall elect its own chairman, and shall appoint a Treasurer, subject to confirmation by the village meeting, a clerk, and also such other officials as the village meeting may authorize, all of whom shall serve until their successors are appointed. These officials shall not be remunerated except by the specific authority of the village meeting.

The Council shall administer the affairs of the community, subject to the authority of the village meeting, and the provisions of the deed of trust. It shall allot lands to applicants, in the order of application, unless otherwise instructed by the village meeting, and shall make yearly assessments of rent for the use of such lands, subject to appeal to the village meeting. A statement of the aforesaid allotments and assessments shall be by them submitted to the Board of Trustees, with a recommendation that corresponding leases be made out and rents collected.

All orders for the expenditure of com-



HALIDON CONSTITUTION

munal funds shall be signed by some one of the representers and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works, and expend such public funds as the village meeting may authorize.

VILLAGE CLERK

Article 4—The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the village meetings, and shall keep minutes of such meetings, and submit them for correction or approval at the next meeting.

He shall receive applications for land, and keep a record of the same in order of application.

TREASURER

Article 5—The Treasurer shall have charge of all communal funds, not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested. He shall pay out communal funds only upon an order made out and signed by any one of the representers, and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts both of the Trustees and of the Treasurer shall be audited at least every six months by a committee of three appointed by the Chairman of the village meeting.

Article 6—This Constitution may be amended, altered or abrogated by a ma-

HALIDON CONSTITUTION

munal funds shall be signed by some one of the representers and countersigned by another.

The Council shall appoint such standing committees and employ such persons as they may deem advisable, and undertake such public works, and expend such public funds as the village meeting may authorize.

VILLAGE CLERK

Article 4—The Clerk shall be appointed by the Council, and shall perform such clerical duties as may be assigned to him. He shall also serve as clerk of the village meetings, and shall keep minutes of such meetings, and submit them for correction or approval at the next meeting.

He shall receive applications for land, and keep a record of the same in order of application.

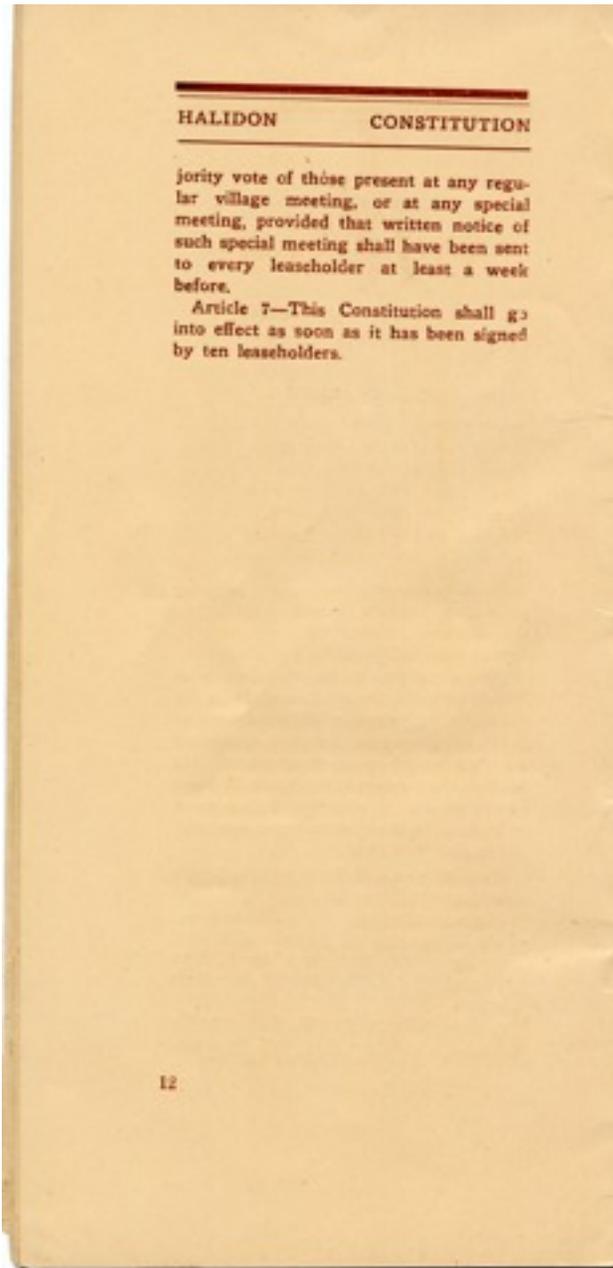
TREASURER

Article 5—The Treasurer shall have charge of all communal funds, not in the hands of the Trustees; shall keep accurate books of account, and shall submit the same for audit whenever requested. He shall pay out communal funds only upon an order made out and signed by any one of the representers, and countersigned by another.

He shall give such bond as may be required by the Council.

The accounts both of the Trustees and of the Treasurer shall be audited at least every six months by a committee of three appointed by the Chairman of the village meeting.

Article 6—This Constitution may be amended, altered or abrogated by a ma-



HALIDON CONSTITUTION

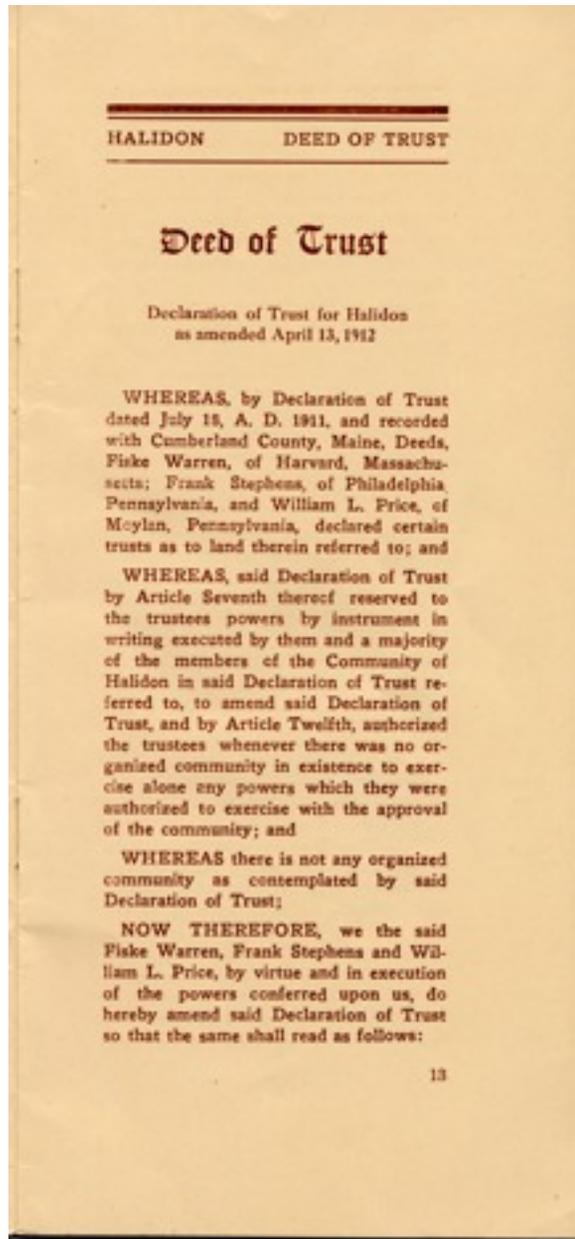
majority vote of those present at any regular village meeting, or at any special meeting, provided that written notice of such special meeting shall have been sent to every leaseholder at least a week before.

Article 7—This Constitution shall go into effect as soon as it has been signed by ten leaseholders.

HALIDON CONSTITUTION

majority vote of those present at any regular village meeting, or at any special meeting, provided that written notice of such special meeting shall have been sent to every leaseholder at least a week before.

Article 7—This Constitution shall go into effect as soon as it has been signed by ten leaseholders.



HALIDON DEED OF TRUST

DEED OF TRUST

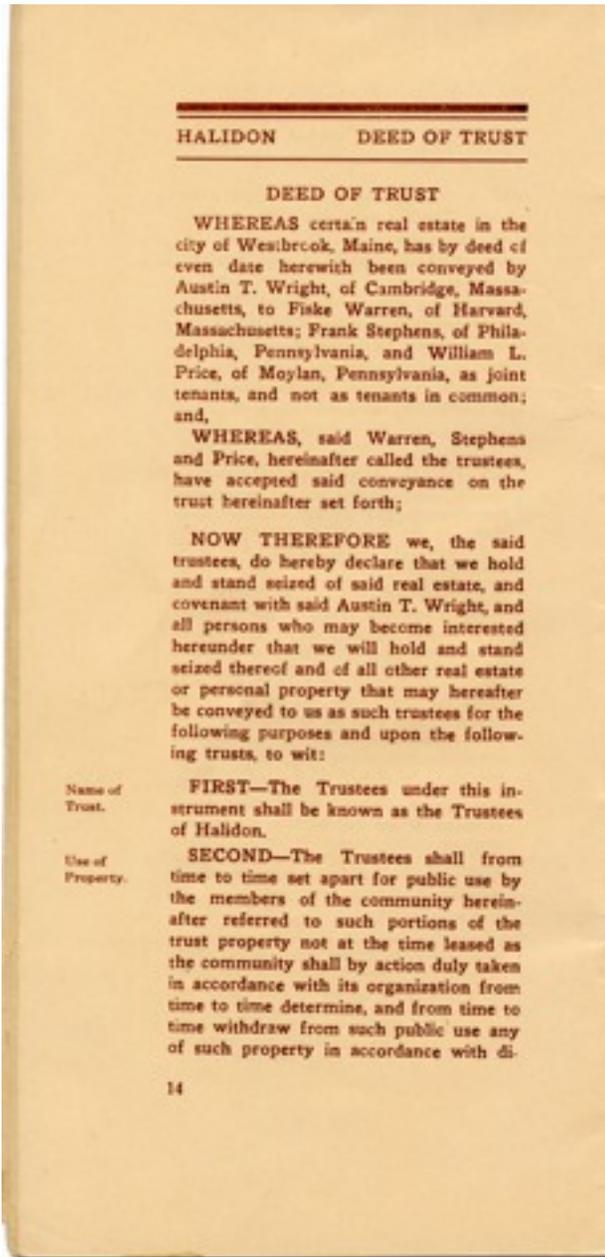
Declaration of Trust for Halidon
as amended April 13, 1912

WHEREAS, by Declaration of Trust dated July 18, A. D. 1911 and recorded with Cumberland County, Maine, Deeds, Fiske Warren of Harvard Massachusetts; Frank Stephens, of Philadelphia, Pennsylvania, and William L. Price, of Moylan, Pennsylvania, declared certain trusts as to land therein referred to; and

WHEREAS, said Declaration of Trust by Article Seventh thereof reserved to the trustees powers by instrument in writing executed by them and a majority of the members of the Community of Halidon in said Declaration of Trust referred to, to amend such Declaration of Trust, and by Article Twelfth, authorized the trustees whenever there was no organized community in existence to exercise alone any powers which they were authorized to exercise with the approval of the community; and

WHEREAS there is not any organized community as contemplated by said Declaration of Trust;

NOW THEREFORE, we the said Fiske Warren, Frank Stephens and William L. Price, by virtue and in execution of the powers conferred upon us, do hereby amend said Declaration of Trust so that the same shall read as follows:



HALIDON DEED OF TRUST

DEED OF TRUST

WHEREAS certain real estate in the city of Westbrook, Maine, has by deed of even date herewith been conveyed by Austin T. Wright, of Cambridge, Massachusetts, to Fiske Warren, of Harvard, Massachusetts; Frank Stephens, of Philadelphia, Pennsylvania, and William L. Price, of Moylan, Pennsylvania, as joint tenants, and not as tenants in common; and,

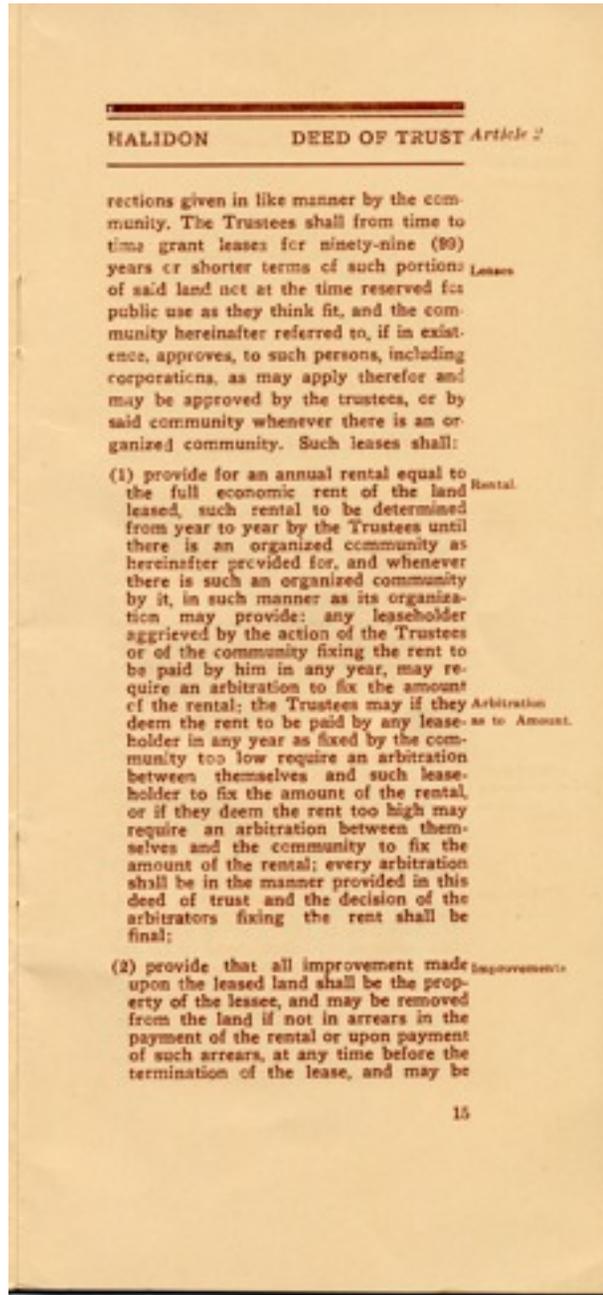
WHEREAS, said Warren, Stephens and Price, hereinafter called the trustees, have accepted said conveyance on the trust hereinafter set forth;

NOW THEREFORE we, the said trustees, do hereby declare that we hold and stand seized of said real estate, and covenant with said Austin T. Wright, and all persons who may become interested hereunder that we will hold and stand seized thereof and of all other real estate or personal property that may hereafter be conveyed to us as such trustees for the following purposes and upon the following trusts, to wit:

FIRST—The Trustees under this instrument shall be known as the Trustees of Halidon.

SECOND—The Trustees shall from time to time set apart for public use by the members of the community hereinafter referred to such portions of the trust property not at the time leased as the community shall by action duly taken in accordance with its organization from time to time determine, and from time to time withdraw from such public use any of such property in accordance with di-

Name of Trust.
Use of Property.



HALIDON DEED OF TRUST Article 2

rections given in like manner by the community. The Trustees shall from time to time grant leases for ninety-nine (99) years or shorter terms of such portions of said land not at the time reserved for public use as they think fit, and the community hereinafter referred to, if in existence, approves, to such persons, including corporations, as may apply therefor and may be approved by the trustees, or by said community whenever there is an organized community. Such leases shall:

(1) provide for an annual rental equal to the full economic rent of the land leased, such rental to be determined from year to year by the Trustees until there is an organized community as hereinafter provided for, and whenever there is such an organized community by it, in such manner as its organization may provide: any leaseholder aggrieved by the action of the Trustees or of the community fixing the rent to be paid by him in any year, may require an arbitration to fix the amount of the rental: the Trustees may if they deem the rent to be paid by any leaseholder in any year as fixed by the community too low require an arbitration between themselves and such leaseholder to fix the amount of the rental, or if they deem the rent too high may require an arbitration between themselves and the community to fix the amount of the rental; every arbitration shall be in the manner provided in this deed of trust and the decision of the arbitrators fixing the rent shall be final;

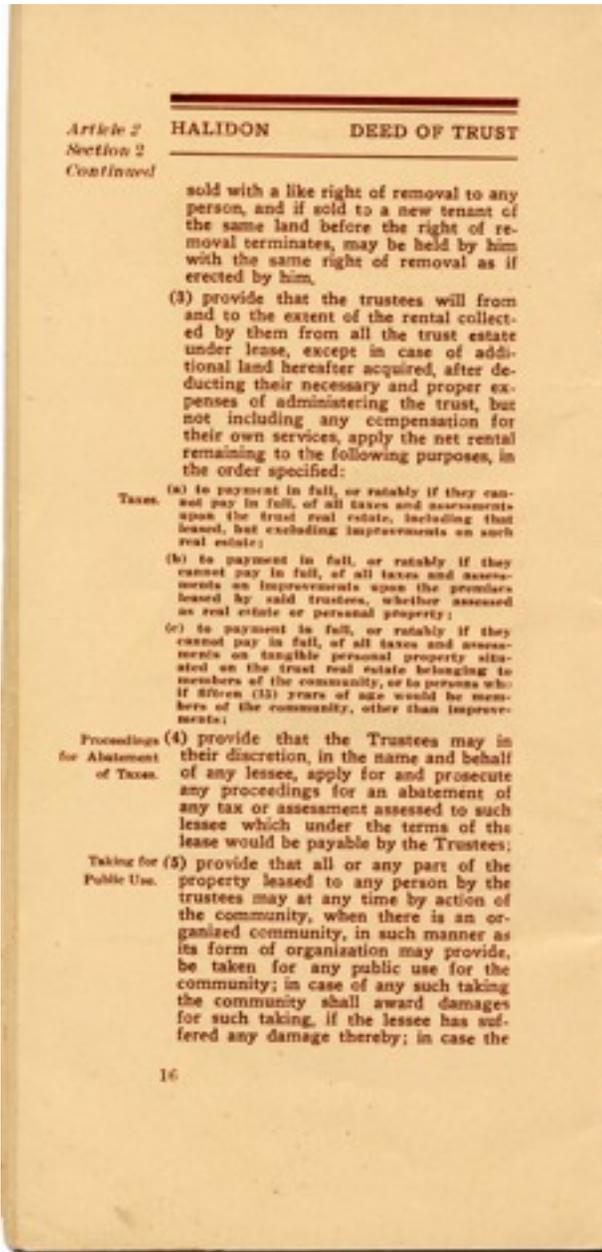
(2) provide that all improvement made upon the leased land shall be the property of the lessee, and may be removed from the land if not in arrears in the payment of the rental or upon payment of such arrears, at any time before the termination of the lease, and may be

HALIDON DEED OF TRUST Article 2

rections given in like manner by the community. The Trustees shall from time to time grant leases for ninety-nine (99) years or shorter terms of such portions of said land not at the time reserved for public use as they think fit, and the community hereinafter referred to, if in existence, approves, to such persons, including corporations, as may apply therefor and may be approved by the trustees, or by said community whenever there is an organized community. Such leases shall:

(1) provide for an annual rental equal to the full economic rent of the land leased, such rental to be determined from year to year by the Trustees until there is an organized community as hereinafter provided for, and whenever there is such an organized community by it, in such manner as its organization may provide: any leaseholder aggrieved by the action of the Trustees or of the community fixing the rent to be paid by him in any year may require an arbitration to fix the amount of the rental: the Trustees may if they deem the rent to be paid by any leaseholder in any year as fixed by the community too low require an arbitration between themselves and such leaseholder to fix the amount of the rental, or if they deem the rent too high may require an arbitration between themselves and the community to fix the amount of the rental; every arbitration shall be in the manner provided in this deed of trust and the decision of the arbitrators fixing the rent shall be final;

(2) provide that all improvement made upon the leased land shall be the property of the lessee, and may be removed from the land if not in arrears in the payment of the rental or upon payment of such arrears, at any time before the termination of the lease, and may be



Article 2
Section 2
Continued

HALIDON DEED OF TRUST

sold with a like right of removal to any person, and if sold to a new tenant of the same land before the right of removal terminates, may be held by him with the same right of removal as if erected by him.

(3) provide that the trustees will from and to the extent of the rental collected by them from all the trust estate under lease, except in case of additional land hereafter acquired, after deducting their necessary and proper expenses of administering the trust, but not including any compensation for their own services, apply the net rental remaining to the following purposes, in the order specified:

Taxes (a) to payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon the trust real estate, including that leased, but excluding improvements on such real estate;

(b) to payment in full, or ratably if they cannot pay in full, of all taxes and assessments on improvements upon the premises leased by said trustees, whether assessed as real estate or personal property;

(c) to payment in full, or ratably if they cannot pay in full, of all taxes and assessments on tangible personal property situated on the trust real estate belonging to members of the community, or to persons who if fifteen (15) years of age would be members of the community, other than improvements;

Proceedings for Abatement of Taxes (4) provide that the Trustees may in their discretion, in the name and behalf of any lessee, apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to such lessee which under the terms of the lease would be payable by the Trustees;

Taking for Public Use (5) provide that all or any part of the property leased to any person by the trustees may at any time by action of the community, when there is an organized community, in such manner as its form of organization may provide, be taken for any public use for the community; in case of any such taking the community shall award damages for such taking, if the lessee has suffered any damage thereby; in case the

Article 2 HALIDON DEED OF TRUST

section 2
continued

sold with a like right of removal to any person, and if sold to a new tenant of the same land before the right of removal terminates, may be held by him with the same right of removal as if erected by him.

(3) provide that the trustees will from and to the extent of the rental collected by them from all the trust estate under lease, except in case of additional land hereafter acquired, after deducting their necessary and proper expenses of administering the trust, but not including any compensation for their own services, apply the net rental remaining to the following purposes, in the order specified:

Taxes

(a) to payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon the trust real estate, including that leased, but excluding improvements on such real estate;

(b) to payment in full, or ratably if they cannot pay in, of all taxes and assessments on improvements upon the premises leased by said trustees, whether assessed as real estate or personal property;

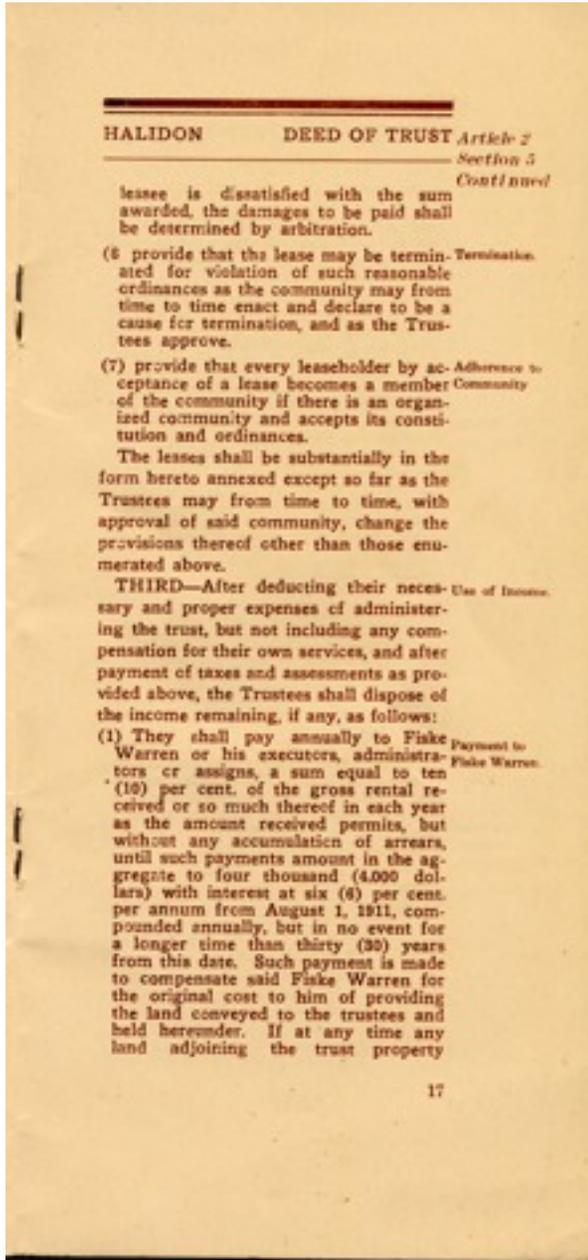
(c) to payment in full, or ratably if they cannot pay in full, of all taxes and assessments on tangible personal property situated on the trust real estate belonging to members of the community, or to persons who if (15) years of age, would be members of the community, other than improvements;

Proceedings for Abatement of taxes

(4) provide that the Trustees may in their discretion, in the name and behalf of any lessee, apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to such lessee which under the terms of the lease would be payable by the Trustees;

Taking for Public Use

(5) provide that all or any part of the property leased to any person by the trustees may at any time by action of the community when there is an organized community, in such manner as its form of organization may provide, be taken for any public use for the community; in case of any such taking the community shall award damages for such taking, if the lessee has suffered any damage thereby; in case the



HALIDON DEED OF TRUST *Article 2*
Section 5
Continued

lessee is dissatisfied with the sum awarded, the damages to be paid shall be determined by arbitration.

(6) provide that the lease may be terminated for violation of such reasonable ordinances as the community may from time to time enact and declare to be a cause for termination, and as the Trustees approve. *Termination.*

(7) provide that every leaseholder by acceptance of a lease becomes a member of the community if there is an organized community and accepts its constitution and ordinances. *Adherence to Community*

The leases shall be substantially in the form hereto annexed except so far as the Trustees may from time to time, with approval of said community, change the provisions thereof other than those enumerated above.

THIRD—After deducting their necessary and proper expenses of administering the trust, but not including any compensation for their own services, and after payment of taxes and assessments as provided above, the Trustees shall dispose of the income remaining, if any, as follows: *Use of Income.*

(1) They shall pay annually to Fiske Warren or his executors, administrators or assigns, a sum equal to ten (10) per cent. of the gross rental received or so much thereof in each year as the amount received permits, but without any accumulation of arrears, until such payments amount in the aggregate to four thousand (4,000 dollars) with interest at six (6) per cent. per annum from August 1, 1911, compounded annually, but in no event for a longer time than thirty (30) years from this date. Such payment is made to compensate said Fiske Warren for the original cost to him of providing the land conveyed to the trustees and held hereunder. If at any time any land adjoining the trust property *Payment to Fiske Warren.*

HALIDON DEED OF TRUST *Article 2*
Section 5

Continued

lessee is dissatisfied with the sum awarded, the damages to be paid shall be determined by arbitration.

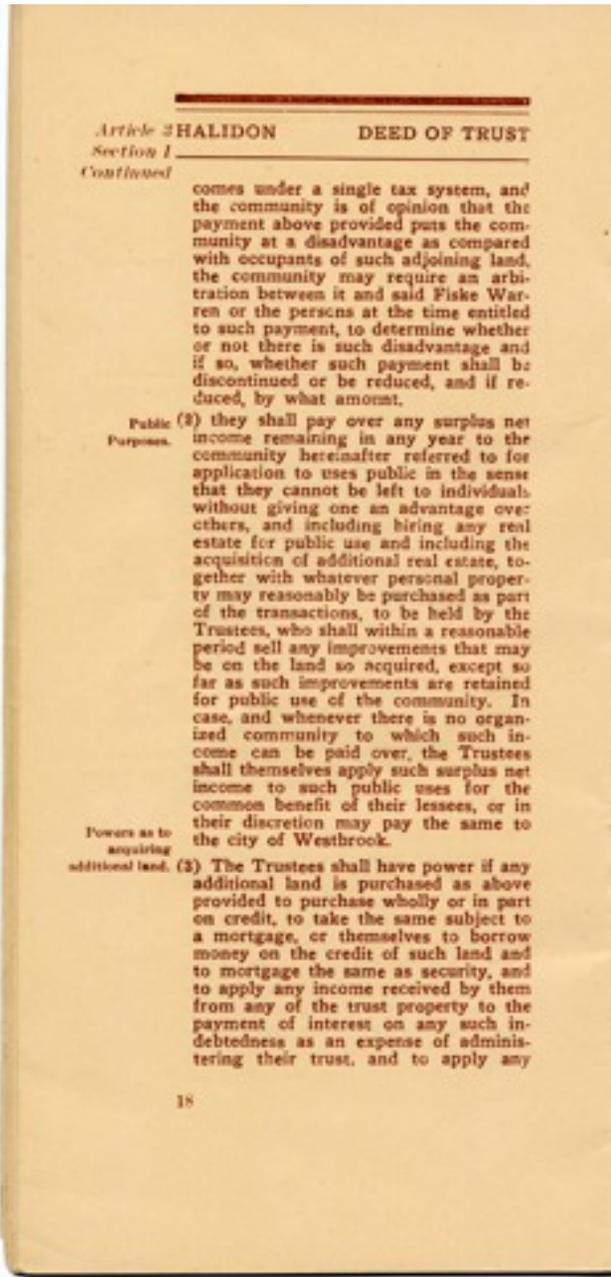
(6) provide that the lease may be terminated for violation of such reasonable ordinances as the community may from time to time enact and declare to be a cause for termination, and as the Trustees approve. *Termination.*

(7) provide that every leaseholder by acceptance of a lease becomes a member of the community if there is an organized community and accepts its constitution and ordinances. *Adherence to Community*

The leases shall be substantially in the form hereto annexed except so far as the Trustees may from time to time, with approval of said community, change the provisions thereof other than those enumerated above.

THIRD—After deducting their necessary and proper expenses of administering the trust, but not including any compensation for their own services, and after payment of taxes and assessments as provided above, the Trustees shall dispose of the income remaining, if any, as follows: *Use of income.*

(1) They shall pay annually to Fiske Warren or his executors, administrators or assigns, a sum equal to ten (10) per cent. of the gross rental received or so much thereof in each year as the amount received permits, but without any accumulation of arrears, until such payments amount in the aggregate to four thousand (4,000 dollars) with interest at six (6) per cent. per annum from August 1, 1911, compounded annually, but in no event for a longer time than thirty (30) years from this date. Such payment is made to compensate said Fiske Warren for the original cost to him of providing the land conveyed to the trustees and held hereunder. If at any time any land adjoining the trust property *Payment to Fiske Warren*



Article 3 HALIDON DEED OF TRUST

Section 1

Continued

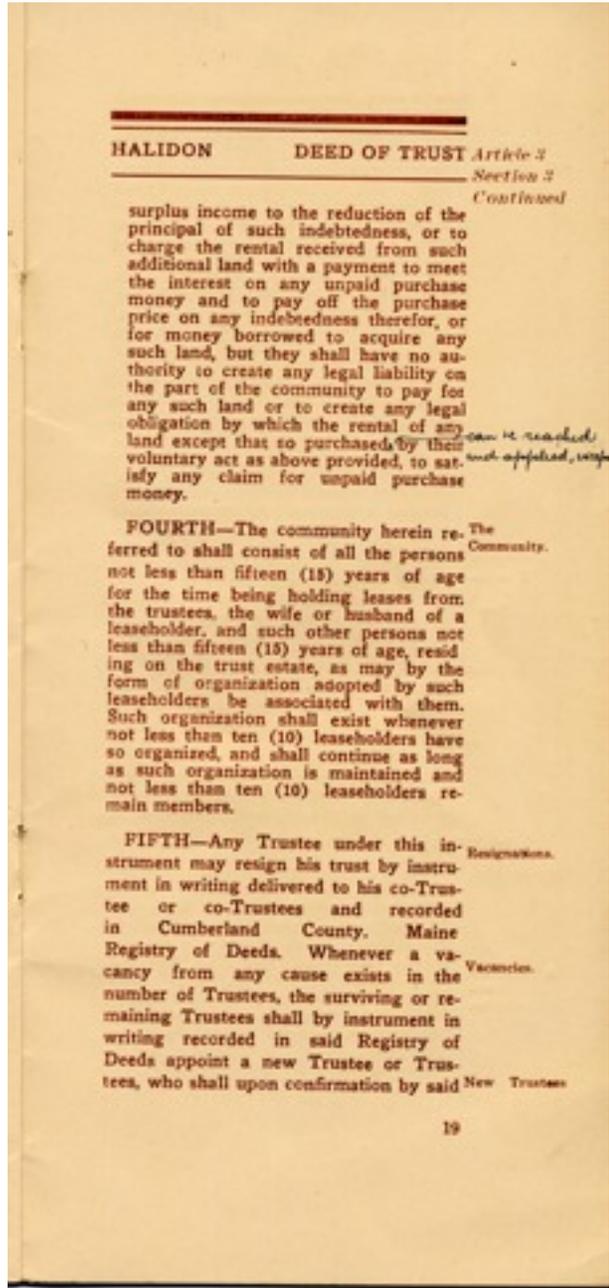
comes under a single tax system, and the community is of opinion that the payment above provided puts the community at a disadvantage as compared with occupants of such adjoining land, the community may require an arbitration between it and said Fiske Warren or the persons at the time entitled to such payment, to determine whether or not there is such disadvantage and if so, whether such payment shall be discontinued or be reduced, and if reduced, by what amount

Public Purposes. (2) they shall pay over any surplus net income remaining in any year to the

community hereinafter referred to for application to uses public in the sense that they cannot be left to individuals without giving one an advantage over others, and including hiring any real estate for public use and including the acquisition of additional real estate, together with whatever personal property may reasonably be purchased as part of the transactions, to be held by the Trustees, who shall within a reasonable period sell any improvements that may be on the land so acquired, except so far as such improvements are retained for public use of the community. In case, and whenever there is no organized community to which such income can be paid over, the Trustees shall themselves apply such surplus net income to such public uses for the common benefit of their lessees, or in their discretion may pay the same to the city of Westbrook.

Powers as to acquiring additional land. (3) The Trustees shall have power if any

additional land is purchased as above provided to purchase wholly or in part on credit, to take the same subject to a mortgage, or themselves to borrow money on the credit of such land and to mortgage the same as security, and to apply any income received by them from any of the trust property to the payment of interest on any such indebtedness as an expense of administering their trust, and to apply any



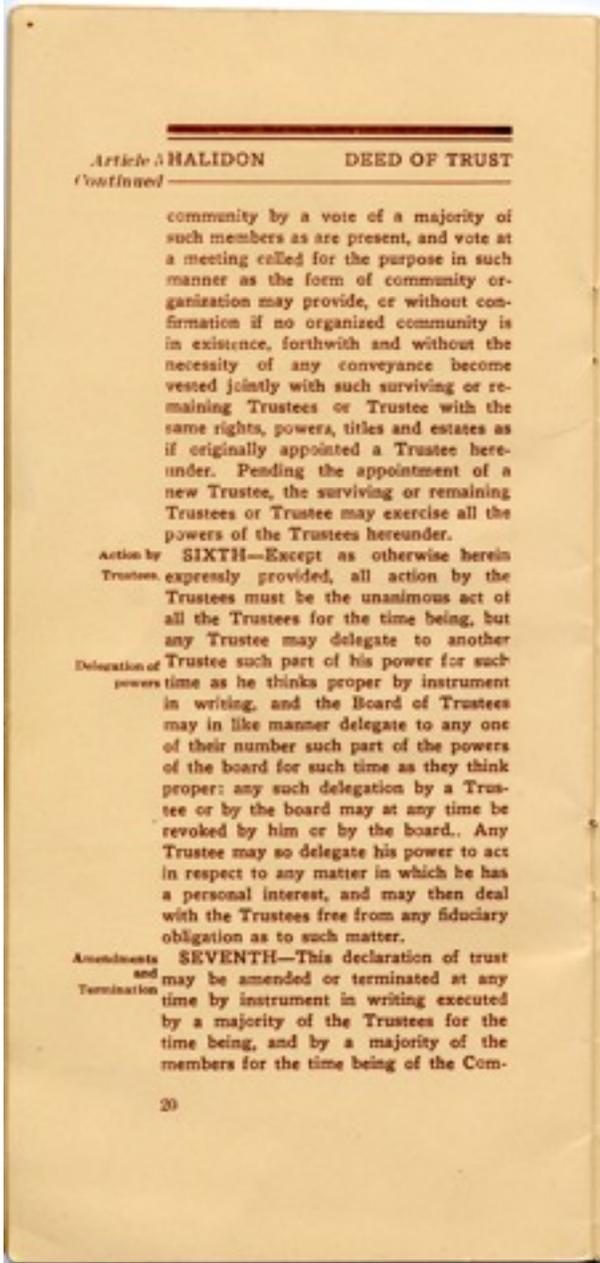
HALIDON DEED OF TRUST Article 3
Section 3
Continued

surplus income to the reduction of the principal of such indebtedness, or to charge the rental received from such additional land with a payment to meet the interest on any unpaid purchase money and to pay off the purchase price on any indebtedness therefor, or for money borrowed to acquire any such land, but they shall have no authority to create any legal liability on the part of the community to pay for any such land or to create any legal obligation by which the rental of any land except that so purchased by their voluntary act as above provided, to satisfy any claim for unpaid purchase money.

and applied, except land except that so purchased by their voluntary act as above provided, to satisfy any claim for unpaid purchase money.

FOURTH—The community herein referred to shall consist of all the persons not less than fifteen (15) years of age for the time being holding leases from the trustees, the wife or husband of a leaseholder, and such other persons not less than fifteen (15) years of age, residing on the trust estate, as may by the form of organization adopted by such leaseholders be associated with them. Such organization shall exist whenever not less than ten (10) leaseholders have so organized, and shall continue as long as such organization is maintained and not less than ten (10) leaseholders remain members.

FIFTH—Any Trustee under this instrument may resign his trust by instrument in writing delivered to his co-Trustee or co-Trustees and recorded in Cumberland County. Maine Registry of Deeds. Whenever a vacancy from any cause exists in the number of Trustees, the surviving or remaining Trustees shall by instrument in writing recorded in said Registry of Deeds appoint a new Trustee or Trustees, who shall upon confirmation by said



Article 5 HALIDON DEED OF TRUST
Continued

community by a vote of a majority of such members as are present, and vote at a meeting called for the purpose in such manner as the form of community organization may provide, or without confirmation if no organized community is in existence, forthwith and without the necessity of any conveyance become vested jointly with such surviving or remaining Trustees or Trustee with the same rights, powers, titles and estates as if originally appointed a Trustee hereunder. Pending the appointment of a new Trustee, the surviving or remaining Trustees or Trustee may exercise all the powers of the Trustees hereunder.

Action by Trustees SIXTH—Except as otherwise herein expressly provided, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another

Trustee such part of his power for such time as he thinks proper by instrument in writing, and the Board of Trustees may in like manner delegate to any one of their number such part of the powers of the board for such time as they think proper: any such delegation by a Trustee or by the board may at any time be revoked by him or by the board. Any Trustee may so delegate his power to act in respect to any matter in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter.

Amendments and Termination SEVENTH—This declaration of trust may be amended or terminated at any time by instrument in writing executed by a majority of the Trustees for the time being, and by a majority of the members for the time being of the Com-

Article 5 HALIDON DEED OF TRUST
Continued

community by a vote of a majority of such members as are present, and vote at a meeting called for the purpose in such manner as the the form of community organization may provide, or without confirmation if no organized community is in existence, forthwith and without the necessity of any conveyance become vested jointly with such surviving or remaining Trustees or Trustee with the same rights, powers, titles and estates as if originally appointed a Trustee hereunder. Pending the appointment of a new Trustee, the surviving or remaining Trustees or Trustee may exercise all the powers of the Trustees hereunder.

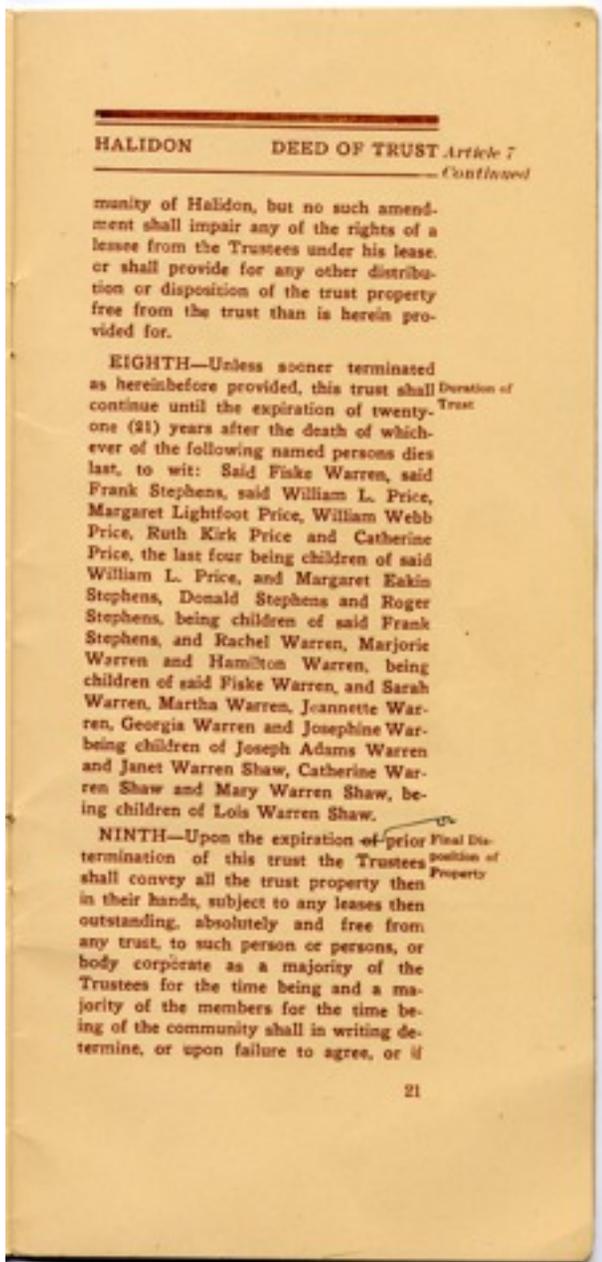
Action by Trustees

SIXTH—Except as otherwise herein expressly provided, all action by the Trustees must be the unanimous act of all the Trustees for the time being, but any Trustee may delegate to another Trustee such part of his power for such time as he thinks proper by instrument in writing, and the Board of Trustees may in like manner delegate to any one of their number such part of the powers of the board for such time as they think proper: any such delegation by a Trustee or by the board may at any time be revoked by him or by the board. Any Trustee may so delegate his power to act in respect to any matter in which he has a personal interest, and may then deal with the Trustees free from any fiduciary obligation as to such matter.

Delegation of powers

Amendments and Termination

SEVENTH—This declaration of trust may be amended or terminated at any time by instrument in writing executed by a majority of the Trustees for the time being, and by a majority of the members for the time being of the Com-



HALIDON DEED OF TRUST Article 7 Continued

munity of Halidon, but no such amendment shall impair any of the rights of a lessee from the Trustees under his lease or shall provide for any other distribution or disposition of the trust property free from the trust than is herein provided for.

EIGHTH—Unless sooner terminated as hereinbefore provided, this trust shall continue until the expiration of twenty-one (21) years after the death of whichever of the following named persons dies last, to wit: Said Fiske Warren, said Frank Stephens, said William L. Price, Margaret Lightfoot Price, William Webb Price, Ruth Kirk Price and Catherine Price, the last four being children of said William L. Price, and Margaret Eakin Stephens, Donald Stephens and Roger Stephens, being children of said Frank Stephens, and Rachel Warren, Marjorie Warren and Hamilton Warren, being children of said Fiske Warren, and Sarah Warren, Martha Warren, Jeannette Warren, Georgia Warren and Josephine Warren being children of Joseph Adams Warren and Janet Warren Shaw, Catherine Warren Shaw and Mary Warren Shaw, being children of Lois Warren Shaw.

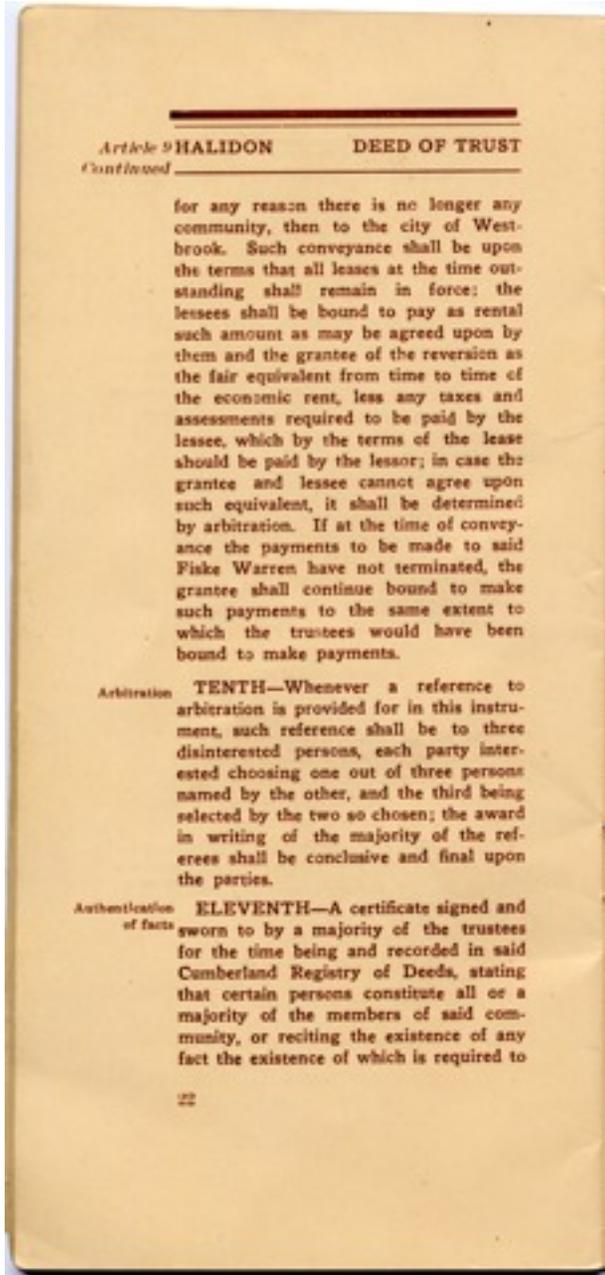
NINTH—Upon the expiration of prior termination of this trust the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons, or body corporate as a majority of the Trustees for the time being and a majority of the members for the time being of the community shall in writing determine, or upon failure to agree, or if

HALIDON DEED OF TRUST Article 7 Continued

munity of Halidon, but no such amendment shall impair any of the rights of a lessee from the Trustees under his lease, or shall provide for any other distribution or disposition of the trust property free from the trust than is herein provided for.

EIGHTH — Unless sooner terminated as hereinbefore provided, this trust shall continue until the expiration of twenty-one (21) years after the death of whichever of the following named persons dies last, to wit: Said Fiske Warren, said Frank Stephens, said William L. Price, Margaret Lightfoot Price, William Webb Price, Ruth Kirk Price, and Catherine Price, the last four being children of said William L. Price, and Margaret Eakin Stephens, Donald Stephens and Roger Stephens, being children of said Frank Stephens and Rachel Warren, Marjorie Warren and Hamilton Warren, being children of said Fiske Warren and Sarah Warren, Martha Warren, Jeanette Warren, Georgia Warren and Josephine Warren being children of Joseph Adams Warren and Janet Warren Shaw, Catherine Warren Shaw and Mary Warren Shaw, being children of Lois Warren Warren Shaw.

NINTH—Upon the expiration of prior termination of this trust the Trustees shall convey all the trust property then in their hands, subject to any leases then outstanding, absolutely and free from any trust, to such person or persons, or body corporate as a majority of the Trustees for the time being and a majority of the members for the time being of the community shall in writing determine, or upon failure to agree, or if



Article 9 HALIDON DEED OF TRUST
Continued

for any reason there is no longer any community, then to the city of Westbrook. Such conveyance shall be upon the terms that all leases at the time outstanding shall remain in force; the lessees shall be bound to pay as rental such amount as may be agreed upon by them and the grantee of the reversion as the fair equivalent from time to time of the economic rent, less any taxes and assessments required to be paid by the lessee, which by the terms of the lease should be paid by the lessor; in case the grantee and lessee cannot agree upon such equivalent, it shall be determined by arbitration. If at the time of conveyance the payments to be made to said Fiske Warren have not terminated, the grantee shall continue bound to make such payments to the same extent to which the trustees would have been bound to make payments.

Arbitration TENTH—Whenever a reference to arbitration is provided for in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of the majority of the referees shall be conclusive and final upon the parties.

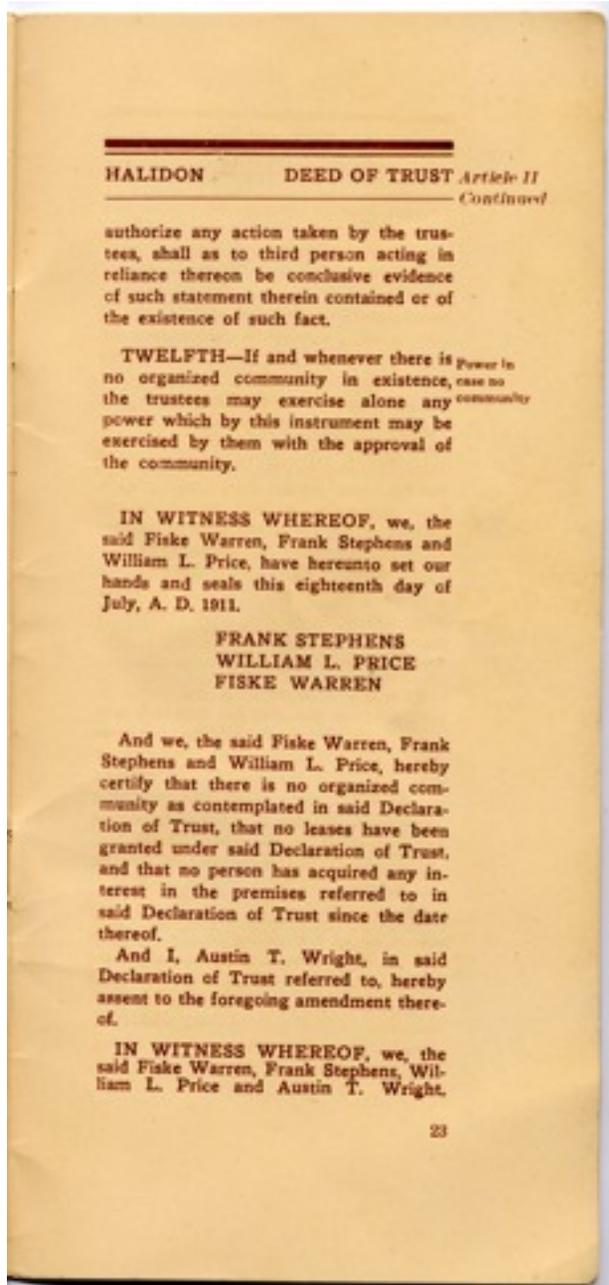
Authentication of facts ELEVENTH—A certificate signed and sworn to by a majority of the trustees for the time being and recorded in said Cumberland Registry of Deeds, stating that certain persons constitute all or a majority of the members of said community, or reciting the existence of any fact the existence of which is required to

Article 9 HALIDON DEED OF TRUST
Continued

for any reason there is no longer any community, then to the city of Westbrook. Such conveyance shall be upon the terms that all leases at the time outstanding shall remain in force; the lessees shall be bound to pay as rental such amount as may be agreed upon by them and the grantee of the reversion as the fair equivalent from time to time of the economic rent, less any taxes and assessments required to be paid by the lessee, which by the terms of the lease should be paid by the lessor; in case the grantee and lessee cannot agree upon such equivalent, it shall be determined by arbitration. If at the time of conveyance the payments to be made to said Fiske Warren have not terminated, the grantee shall continue bound to make such payments to the same extent to which the trustees would have been bound to make payments.

Arbitration TENTH—Whenever a reference to arbitration is provided for in this instrument, such reference shall be to three disinterested persons, each party interested choosing one out of three persons named by the other, and the third being selected by the two so chosen; the award in writing of the majority of the referees shall be conclusive and final upon the parties.

Authentication of facts ELEVENTH—A certificate signed and sworn to by a majority of the trustees for the time being and recorded in said Cumberland Registry of Deeds, stating that certain persons constitute all or a majority of the members of said community, or reciting the existence of any fact the existence of which is required to



HALIDON DEED OF TRUST Article 11
Continued

authorize any action taken by the trustees, shall as to third person acting in reliance thereon be conclusive evidence of such statement therein contained or of the existence of such fact.

TWELFTH— If and whenever there is no organized community in existence, the trustees may exercise alone any power which by this instrument may be exercised by them with the approval of the community. Power in case no community

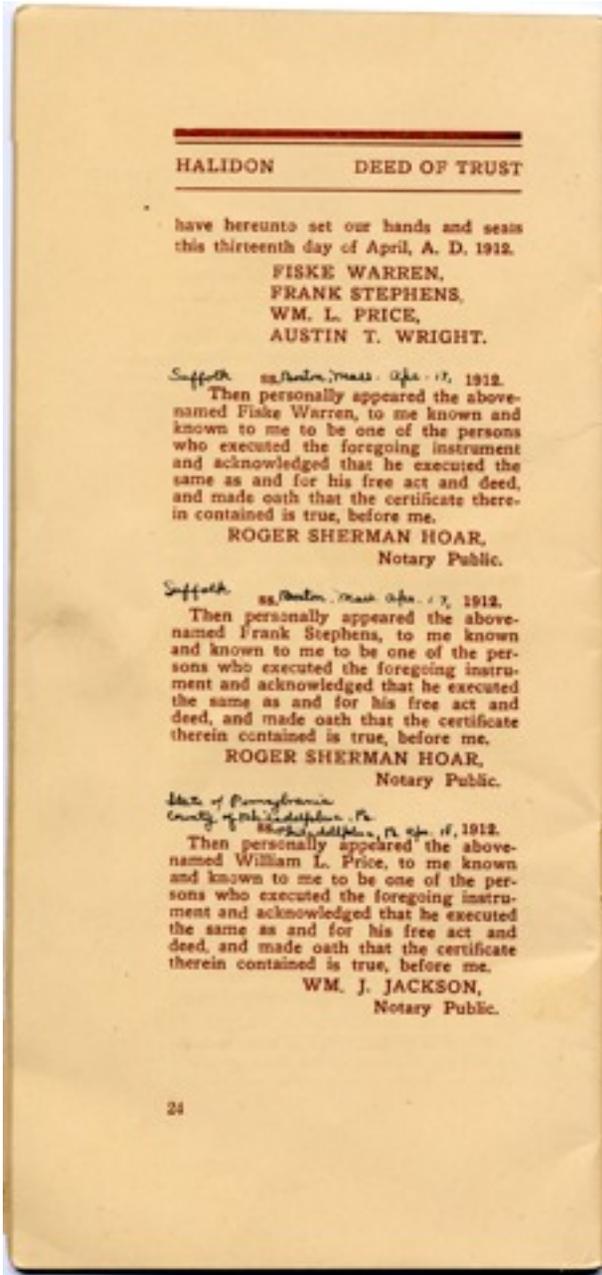
IN WITNESS WHEREOF, we, the said Fiske Warren, Frank Stephens and William L. Price, have hereunto set our hands and seals this eighteenth day of July, A. D. 1911.

FRANK STEPHENS
WILLIAM L. PRICE
FISKE WARREN

And we, the said Fisk Warren, Frank Stephens and William L. Price, hereby certify that there is no organized community as contemplated in said Declaration of Trust, that no leases have been granted under said Declaration of Trust, and that no person has acquired any interest in the premises referred to in said Declaration of Trust since the date thereof.

And I Austin T. Wright, in said Declaration of Trust referred to, hereby assent to the foregoing amendment thereof.

IN WITNESS WHEREOF, we, the said Fiske Warren, Frank Stephens, William L. Price and Austin T. Wright,



HALIDON DEED OF TRUST

have hereunto set our hands and seals this thirteenth day of April, A. D. 1912.

FISKE WARREN,
FRANK STEPHENS,
WM. L. PRICE,
AUSTIN T. WRIGHT.

Suffolk ss. Boston, Mass. Apr. 17, 1912.
Then personally appeared the above-named Fiske Warren, to me known and known to me to be one of the persons who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed, and made oath that the certificate therein contained is true, before me.

ROGER SHERMAN HOAR,
Notary Public.

Suffolk ss. Boston, Mass. Apr. 17, 1912.
Then personally appeared the above-named Frank Stephens, to me known and known to me to be one of the persons who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed, and made oath that the certificate therein contained is true, before me.

ROGER SHERMAN HOAR,
Notary Public.

*State of Pennsylvania
County of Philadelphia, Pa.
Philadelphia, Pa. Apr. 18, 1912.*
Then personally appeared the above-named William L. Price, to me known and known to me to be one of the persons who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed, and made oath that the certificate therein contained is true, before me.

WM. J. JACKSON,
Notary Public.

HALIDON DEED OF TRUST

have hereunto set our hands and seals this thirteenth day of April, A. D. 1912.

FISKE WARREN,
FRANK STEPHENS,
WM. L. PRICE,
AUSTIN T. WRIGHT.

Suffolk SS. Boston, Mass. Apr. 17, 1912.

Then personally appeared the above-named Fiske Warren, to me known and known to me to be one of the persons who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed, and made oath that the certificate therein contained is true, before me.

ROGER SHERMAN HOAR,
Notary Public.

Suffolk SS. Boston, Mass. Apr. 17, 1912.

Then personally appeared the above-named Frank Stephens, to me known and known to me to be one of the persons who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed, and made oath that the certificate therein contained is true, before me.

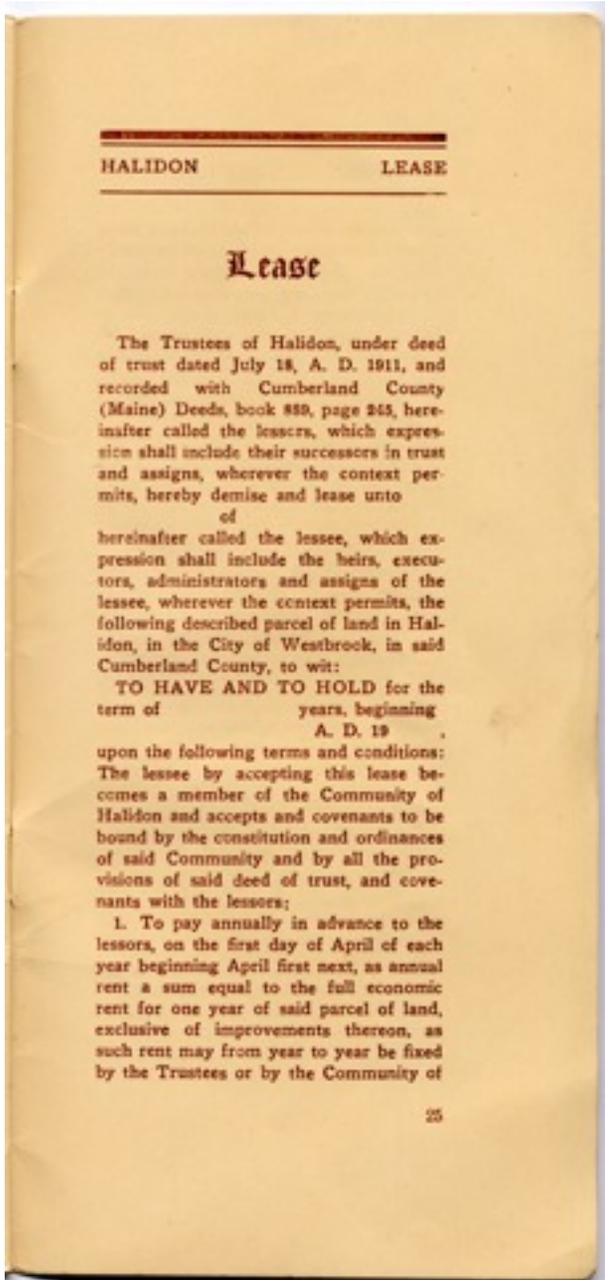
ROGER SHERMAN HOAR,
Notary Public.

State of Pennsylvania
County of Philadelphia, Pa.

SS. Philadelphia, Pa. Apr. 18, 1912.

Then personally appeared the above-named William L. Price, to me known and known to me to be one of the persons who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed, and made oath that the certificate therein contained is true, before me.

WM. J. JACKSON,
Notary Public.



HALIDON

LEASE

Lease

The Trustees of Halidon, under deed of trust dated July 18, A. D. 1911, and recorded with Cumberland County (Maine) Deeds, book 889, page 245, hereinafter called the lessors, which expression shall include their successors in trust and assigns, wherever the context permits, hereby demise and lease unto

of hereinafter called the lessee, which expression shall include the heirs, executors, administrators and assigns of the lessee, wherever the context permits, the following described parcel of land in Halidon, in the City of Westbrook, in said Cumberland County, to wit:

TO HAVE AND TO HOLD for the term of _____ years, beginning A. D. 19 _____

upon the following terms and conditions: The lessee by accepting this lease becomes a member of the Community of Halidon and accepts and covenants to be bound by the constitution and ordinances of said Community and by all the provisions of said deed of trust, and covenants with the lessors;

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

HALIDON

LEASE

Lease

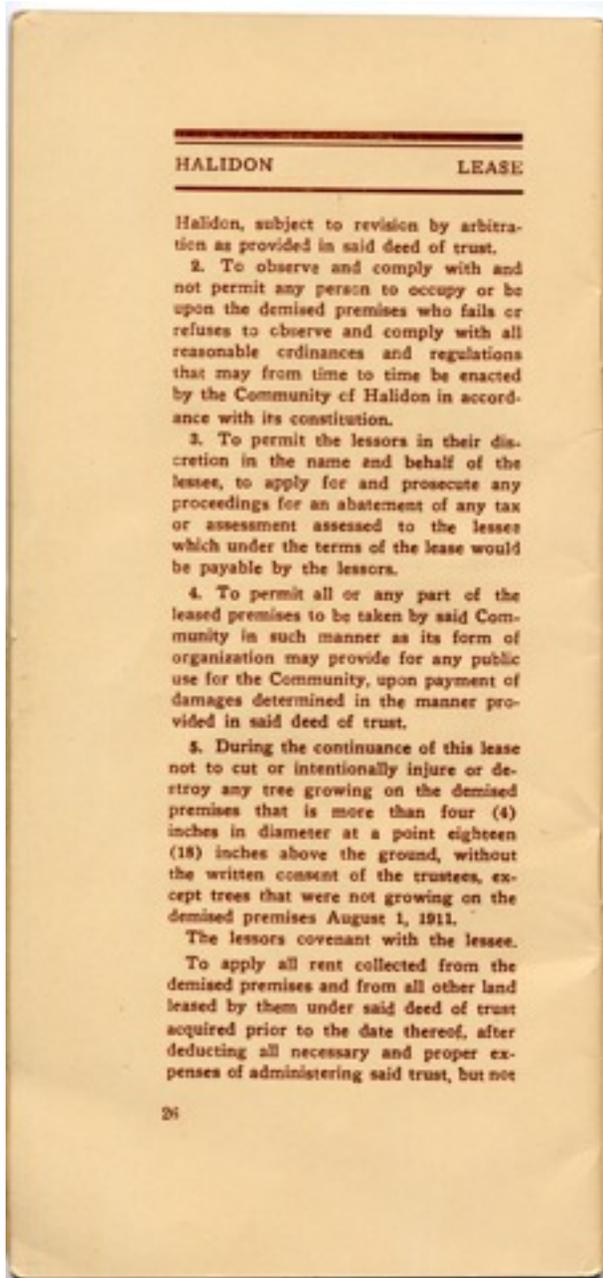
The Trustees of Halidon, under deed of trust dated July 18, A. D. 1911, and recorded with Cumberland County (Maine) Deeds, book 889, page 245, hereinafter called the lessors, which expression shall include their successors in trust and assigns, wherever the context permits, hereby demise and lease unto

of hereinafter called the lessee, which expression shall include the heirs, executors, administrators and assigns of the lessee, wherever the context permits, the following described parcel of land in Halidon, in the City of Westbrook, in said Cumberland County, to wit:

TO HAVE AND TO HOLD for the term of _____ years, beginning A. D. 19 _____

upon the following terms and conditions: The lessee by accepting this lease becomes a member of the Community of Halidon and accepts and covenants to be bound by the constitution and ordinances of said Community and by all the provisions of said deed of trust, and covenants with the lessors;

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



HALIDON

LEASE

Halidon, subject to revision by arbitration as provided in said deed of trust.

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

3. To permit the lessors in their discretion in the name and behalf of the lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the lessee which under the terms of the lease would be payable by the lessors.

4. To permit all or any part of the leased premises to be taken by said Community in such manner as its form of organization may provide for any public use for the Community, upon payment of damages determined in the manner provided in said deed of trust.

5. During the continuance of this lease not to cut or intentionally injure or destroy any tree growing on the demised premises that is more than four (4) inches in diameter at a point eighteen (18) inches above the ground, without the written consent of the trustees, except trees that were not growing on the demised premises August 1, 1911.

The lessors covenant with the lessee.

To apply all rent collected from the demised premises and from all other land leased by them under said deed of trust acquired prior to the date thereof, after deducting all necessary and proper expenses of administering said trust, but not

HALIDON

LEASE

Halidon, subject to revision by arbitration as provided in said deed of trust.

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

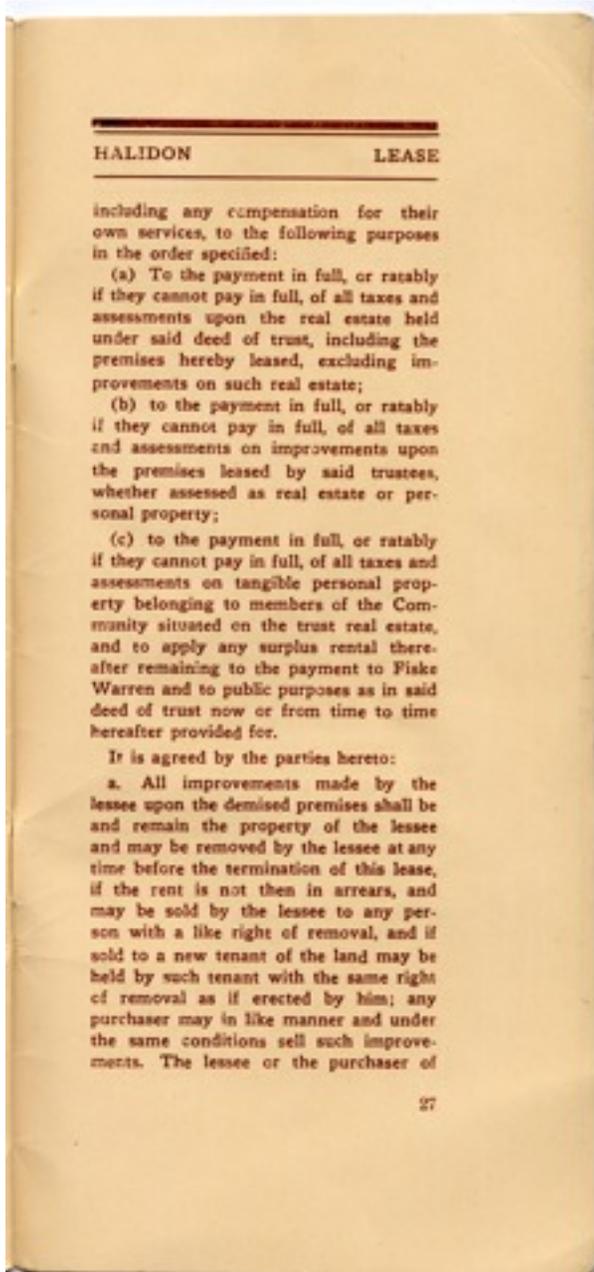
3. To permit the lessors in their discretion in the name and behalf of the lessee, to apply for and prosecute any proceedings for an abatement of any tax or assessment assessed to the lessee which under the terms of the lease would be payable by the lessors.

4. To permit all or any part of the leased premises to be taken by said Community in such manner as its form of organization may provide for any public use for the Community, upon payment of damages determined in the manner provided in said deed of trust.

5. During the continuance of this lease not to cut out or intentionally injure or destroy any tree growing on the demised premises that is more than four (4) inches in diameter at a point eighteen (18) inches above the ground, without the written consent of the trustees, except trees that were not growing on the demised premises August 1, 1911.

The lessors covenant with the lessee.

To apply all rent collected from the demised premises and from all other land leased by them under said deed of trust acquired prior to the date thereof, after deducting all necessary and proper expenses of administering said trust, but not



HALIDON LEASE

including any compensation for their own services, to the following purposes in the order specified:

(a) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon the real estate held under said deed of trust, including the premises hereby leased, excluding improvements on such real estate;

(b) to the payment in full, or ratably if they cannot pay in full, of all taxes and assessments on improvements upon the premises leased by said trustees, whether assessed as real estate or personal property;

(c) to the payment in full, or ratably if they cannot pay in full, of all taxes and assessments on tangible personal property belonging to members of the Community situated on the trust real estate, and to apply any surplus rental thereafter remaining to the payment to Fiske Warren and to public purposes as in said deed of trust now or from time to time hereafter provided for.

It is agreed by the parties hereto:

a. All improvements made by the lessee upon the demised premises shall be and remain the property of the lessee and may be removed by the lessee at any time before the termination of this lease, if the rent is not then in arrears, and may be sold by the lessee to any person with a like right of removal, and if sold to a new tenant of the land may be held by such tenant with the same right of removal as if erected by him; any purchaser may in like manner and under the same conditions sell such improvements. The lessee or the purchaser of

HALIDON LEASE

including any compensation for their own services, to the following purposes in the order specified:

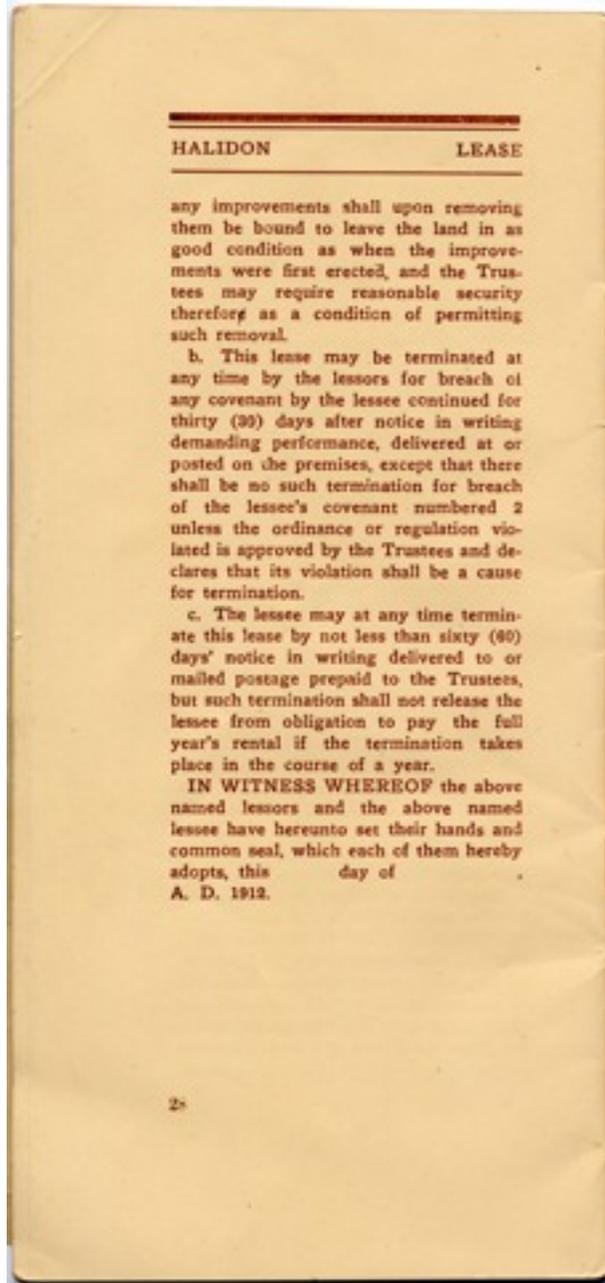
(a) To the payment in full, or ratably if they cannot pay in full, of all taxes and assessments upon the real estate held under said deed of trust, including the premises hereby leased, excluding improvements on such real estate;

(b) to the payment in full, or ratably if they cannot pay in full, of all taxes and assessments on improvements upon the premises leased by said trustees, whether assessed as real estate or personal property;

(c) to the payment in full, or ratably if they cannot pay in full, of all taxes and assessments on tangible personal property belonging to members of the Community situated on the trust real estate, and to apply any surplus rental thereafter remaining to the payment to Fiske Warren and to public purposes as in said deed of trust now or from time to time hereafter provided for.

It is agreed by the parties hereto:

a. All improvements made by the lessee upon the demised premises shall be and remain the property of the lessee and may be removed by the lessee at any time before the termination of this lease, if the rent is not then in arrears, and may be sold by the lessee to any person with a like right of removal, and if sold to a new tenant of the land may be held by such tenant with the same right of removal as if erected by him; any purchaser may in like manner and under the same conditions sell such improvements. The lessee or the purchaser of



HALIDON LEASE

any improvements shall upon removing them be bound to leave the land in as good condition as when the improvements were first erected, and the Trustees may require reasonable security therefore as a condition of permitting such removal.

b. This lease may be terminated at any time by the lessors for breach of any covenant by the lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the lessee's covenant numbered 2 unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

c. The lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or mailed postage prepaid to the Trustees, but such termination shall not release the lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

IN WITNESS WHEREOF the above named lessors and the above named lessee have hereunto set their hands and common seal, which each of them hereby adopts, this day of
A. D. 1912.

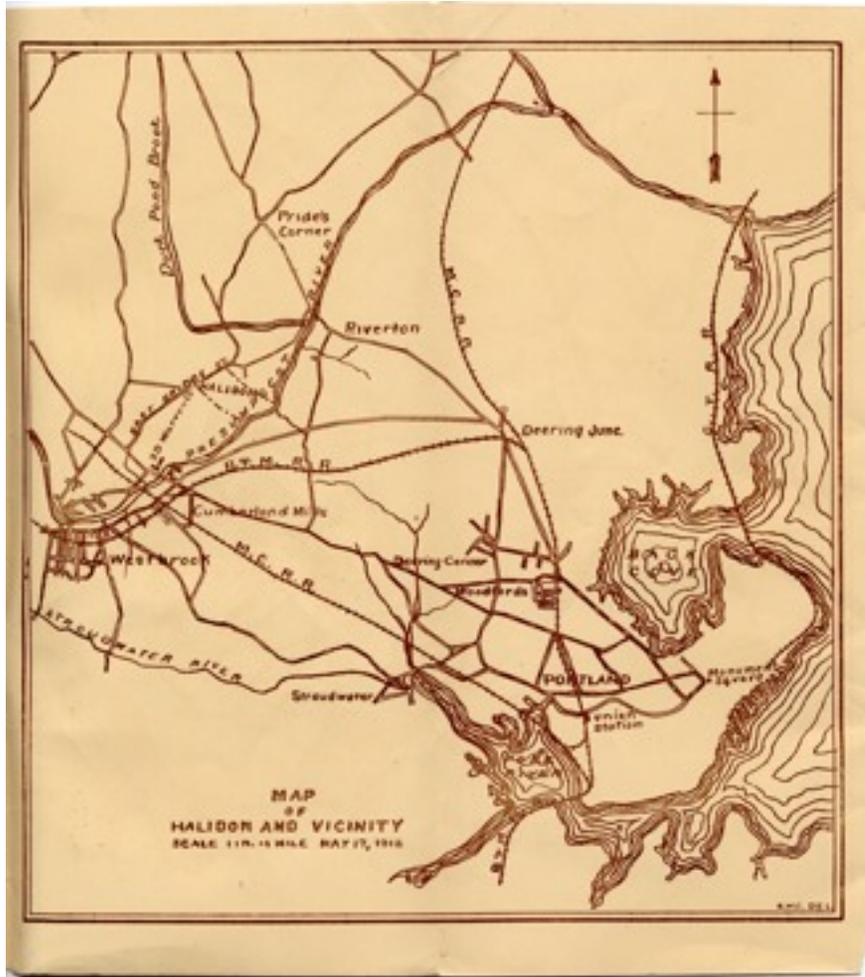
HALIDON LEASE

any improvements shall upon removing them be bound to leave the land in as good condition as when the improvements were first erected, and the Trustees may require reasonable security therefore as a condition of permitting such removal.

b. This lease may be terminated at any time by the lessors for breach of any covenant by the lessee continued for thirty (30) days after notice in writing demanding performance, delivered at or posted on the premises, except that there shall be no such termination for breach of the lessee's covenant numbered 2 unless the ordinance or regulation violated is approved by the Trustees and declares that its violation shall be a cause for termination.

c. The lessee may at any time terminate this lease by not less than sixty (60) days' notice in writing delivered to or mailed postage prepaid to the Trustees, but such termination shall not release the lessee from obligation to pay the full year's rental if the termination takes place in the course of a year.

IN WITNESS WHEREOF the above named lessors and the above named lessees have hereunto set their hands and common seal, which each of them hereby adopts, this day of
A. D. 1912.



Map
of Halidon and Vicinity
Scale 1 in. = 1 mile May 17, 1912