

BRIEF HISTORY OF #1 ELMHURST ROAD

MAYNARD, MASSACHUSETTS

Sudbury was incorporated September 4 1639 and until 1789 extended from Watertown to the Assabet River. A part of the district, now in Maynard, was purchased by Edmond Goodenow and others from Jehojakim and twelve other Indians for the sum of sixty dollars. The deed was dated, July 11, 1684. Although the lot of "two miles" was granted by the General Court in 1649, there was considerable delay in obtaining the deed of release from the Indians. Another portion joining the above, was obtained by the Whites through a horse trade with the Indians.

Tantamous (sometimes called Jethro, or Old Jethro) bought a mare and colt from Herman Garrett of Concord, giving a mortgage which was not paid. It was foreclosed by suit, and a section of one thousand acres came to Garrett, the blacksmith, May 19, 1651, in settlement of his claim, amounting to twenty pounds, six shillings and four pence.

The land was along the Assabet River, but just where, is not known. A map of 1708 gives fifteen dwellings in the second and third squadrons, which includes the above mentioned lots, and was later known as the "Northwest District" now in Maynard.

The colony records of 1651, records that "Captain Willard and Lieut. Goodenow were appointed to lay out the one thousand acres of land, Isabeth" (now Maynard), which Jethro the Indian mortgaged to Herman Garrett.

The name of Smith we find mentioned in 1647. John Smith had assigned to him, Lot #29 in the second squadron of the thirty mile grant. His wife's name was Sarah, the names of Thomas and Amos were early in the family. The lands first possessed by the Smith's family were situated on both sides of the Assabet River. Levi owned the farm which is now known as the Thompson or Eveleth place.

About 1816 it was a tavern run by Levi Smith, one of several on the great road, for the accomodation of travelers between Boston and Fitchburg. The great road had just been opened for traffic by the building of the Ben Smith bridge and two coaches, going each way, passed over this road daily. On the south side of Great Road were two barns, a horse and a cow barn, and a windmill opposite the Eveleth (Levi Smith) house. At some time there was an underground silo made of cement for silage built (this being the present foundation for #1 Elmhurst dwelling). Ralph Sheridan of Maynard recalls in 1916 or 1917 with other playmates being in the basement of this property (this is a story in itself). To the rear of the present property were cornfields and to the front was pasture.

On January 25, 1925, all of this property was conveyed by the Eveleth estate to Alice Rapson.

On July 22, 1927, Alice Rapson conveyed to D. Harry Keefe 15,235 square feet more or less. Said premises are shown as lots numbered four(4), five(5) and part of lot numbered 3, in block 3 on a plan of subdivision of the Eveleth estate, Maynard, Massachusetts, dated May 1925.

During the late 1920's the cow barn was moved to the Salo-Simons property on Parker Street (now the site of Digital Equipment Corp.). Perhaps some of the wood used in the basement of #1 Elmhurst Road came from the dismantled horse barn.

There was also a well and windmill behind the property. Around 1950 it was dismantled and moved to Framingham to be used as a ham radio antenna. Harry Keefe built a garage on top of the underground silo and repaired trucks and other vehicles. At some time he filled and made the front property, Elmhurst Road, wider. On March 8, 1946, Francis Quinn and Walter Adams bought the property and ran a garage to repair automobiles. In subsequent years, the premises was also rented out to George Wheeler (mid 1950's).

On March 31, 1959, the property was sold to Jeno E. Gulyas to convert into a residential home and on the same day it was conveyed to Herbert and Erika Frank.

A list of subsequent owners follows:

- November 28, 1961- Robert and Eleanor Dodge, Eleanor is deceased.
- February 2, 1972- Kenneth and Martha Baker.
- February 28, 1972- Harold and Janice Shriber.
- September 1, 1978- Russell and Charlotte O'Connor, Russell is deceased.
- June 30, 1983- James and Diane Ludden.
- June 15, 1988- Alan and Theresa Gary.

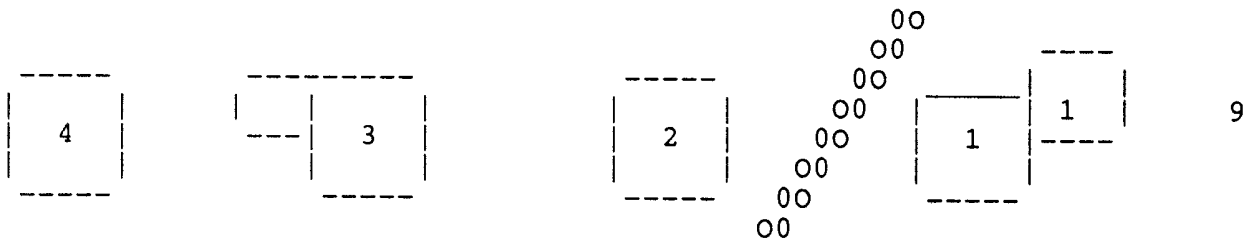
The property is rich in history and much more could be written. Notes: The sign on the barn was Elmhurst, hence the name "Elmhurst Road". Presently, the sign is in possession of the Maynard Historical Society.

Best nickel coke (green bottle) came out of the machine in front of the garage.

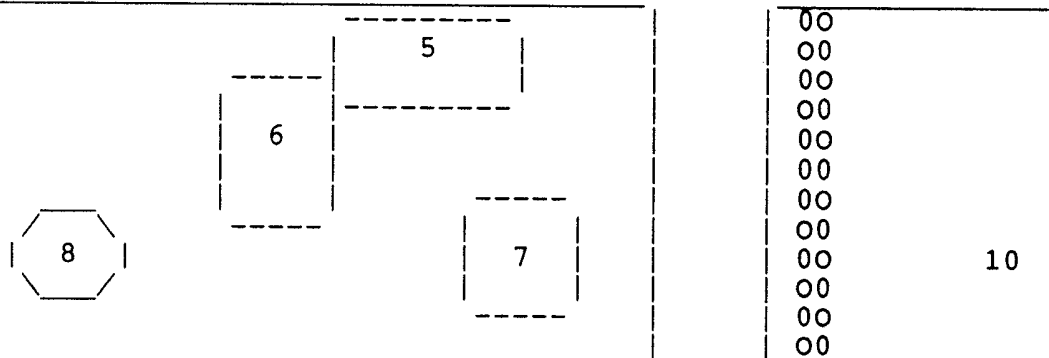
Maynard was incorporated on April 19, 1871, this parcel of land coming from Sudbury.

EVELETH ESTATE

1. Eveleth house (or Thompson)
2. Cider Mill (Quinn residence)
3. Smith house (boarding house)
4. Boothroyd house (Smith's School for Girls)
5. Cow barn (moved to Salo-Simons farm)
6. Horse barn (dismantled)
7. Cement silo (1 Elmhurst Road)
8. Windmill, well
9. Possible site of Smith School for Girls
10. Pasture
11. Corn fields



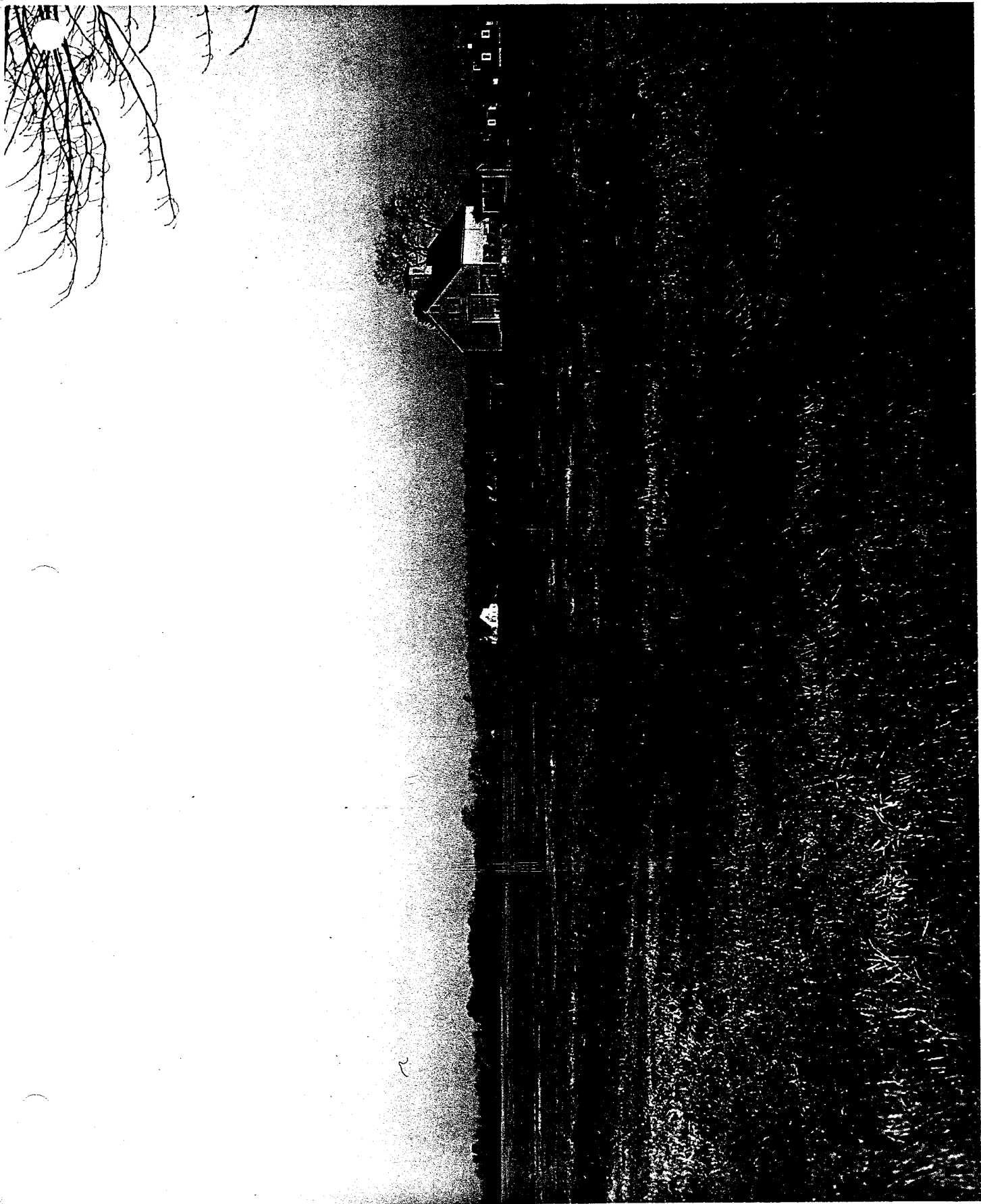
GREAT ROAD



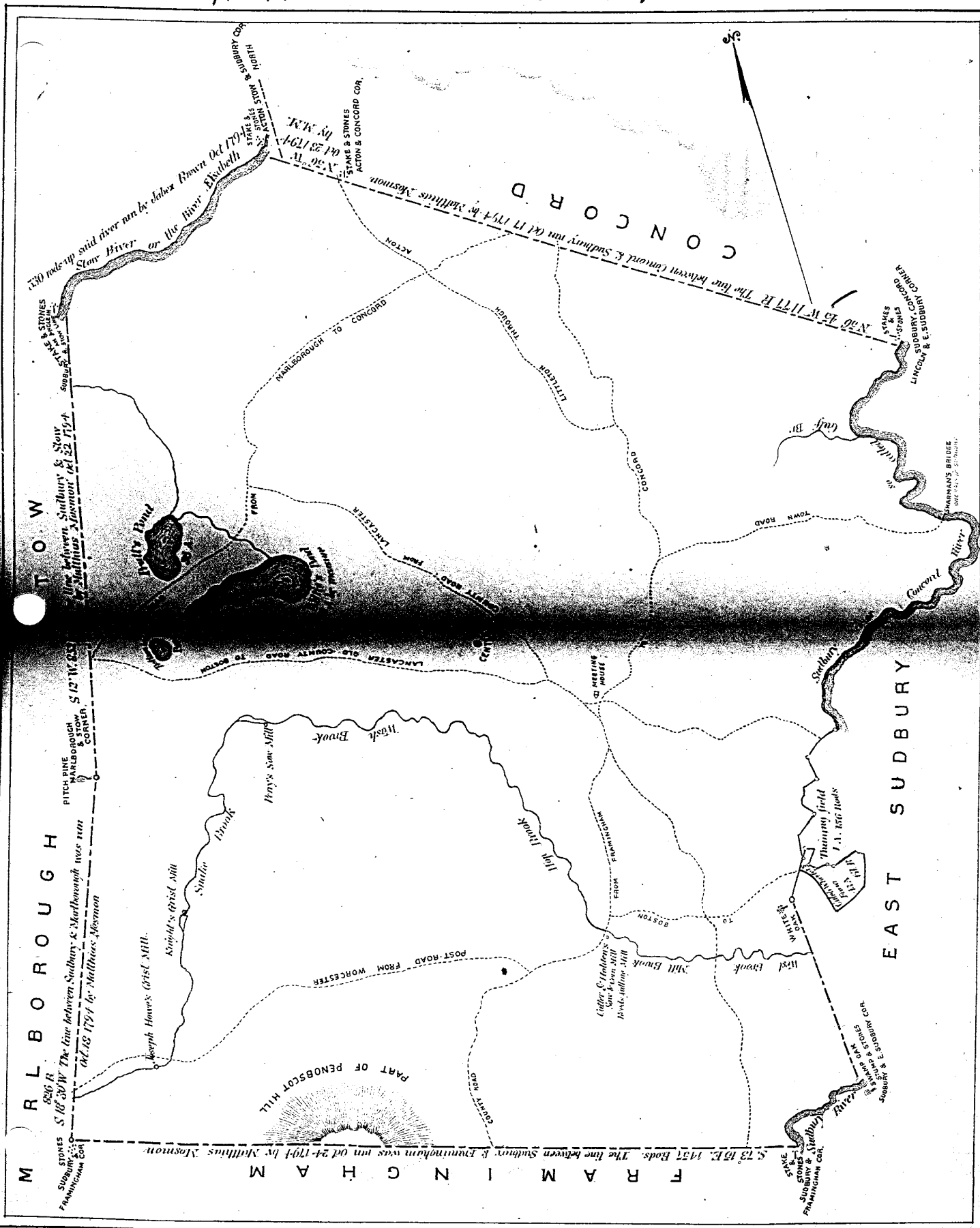








GEO. H. WALKER & CO. ENG. BOSTON.



KNOW ALL MEN BY THESE PRESENTS That I, Alice A. L. Rapson, of Belmont, Middlesex County, Massachusetts, being unmarried, for consideration paid, grant to D. Harry Keefe and Leonora T. Keefe his wife as tenants by the entirety of Quincy, Norfolk County, with WARRANTY COVENANTS A certain parcel of land, with the buildings thereon, situated on the Southerly side of Great Road, in MAYNARD, in said Middlesex County, bounded and described as follows: Beginning at a point in the Southerly line of Great Road; Easterly one hundred and sixty-five (165) feet from the County Road stone bound set in the Southerly line of said Great Road at the corner of Charles Street, shown on the plan hereinafter referred to; thence running Southwesterly on other land of this grantor, one hundred and twenty (120) feet to an angle; thence turning and running Westerly eighteen (18) feet to an angle; thence turning and running Southerly fifty (50) feet to an angle; thence turning and running Easterly one hundred and nine (109) feet to Elmhurst Road, shown on the plan hereinafter referred to; thence turning and running Northwesterly, one hundred and seventy-two (172) feet to said Great Road; thence turning and running Northeasterly by said Great Road, seventy-five (75) feet to the point of beginning. Containing 15,235 square feet, more or less. Said premises are shown as lots numbered four (4), five (5) and part of lot numbered three (3) in block 3 on a Plan of Sub-division of the Eveleth Estate, Maynard, Mass., owned and developed by Alice A. L. Rapson, Barnes & Beal, Eng'r, dated May 1925, and are a part of the premises conveyed to me by deed of Florence E. Roper et al, dated January 7, 1925, and recorded with Middlesex South District Deeds, Book 4809, Page 244. Said premises are conveyed subject to the restriction that no building shall be erected thereon for ten years from July 1, 1927, within fifteen feet of the street line; no dwelling house to be erected or placed on any lot to cost less than three thousand dollars. The grantee agrees to remove so much of the building on said premises as stands on Elmhurst Road, shown on said plan, whenever in the opinion of said grantor said building interferes with the development of the surrounding land of the grantor. WITNESS my hand and seal this 22nd day of July 1927. Alice A. L. Rapson (seal) COMMONWEALTH OF MASSACHUSETTS Middlesex, ss. July 22, 1927. Then personally appeared the above named Alice A. L. Rapson and acknowledged the foregoing instrument to be her free act and deed, before me. Howard A. Wilson Notary Public. My commission expires April 5, 1929. - - - - -

RAPSON
to
KEEFE
et ux

192-8095

192-8095

RAPSON

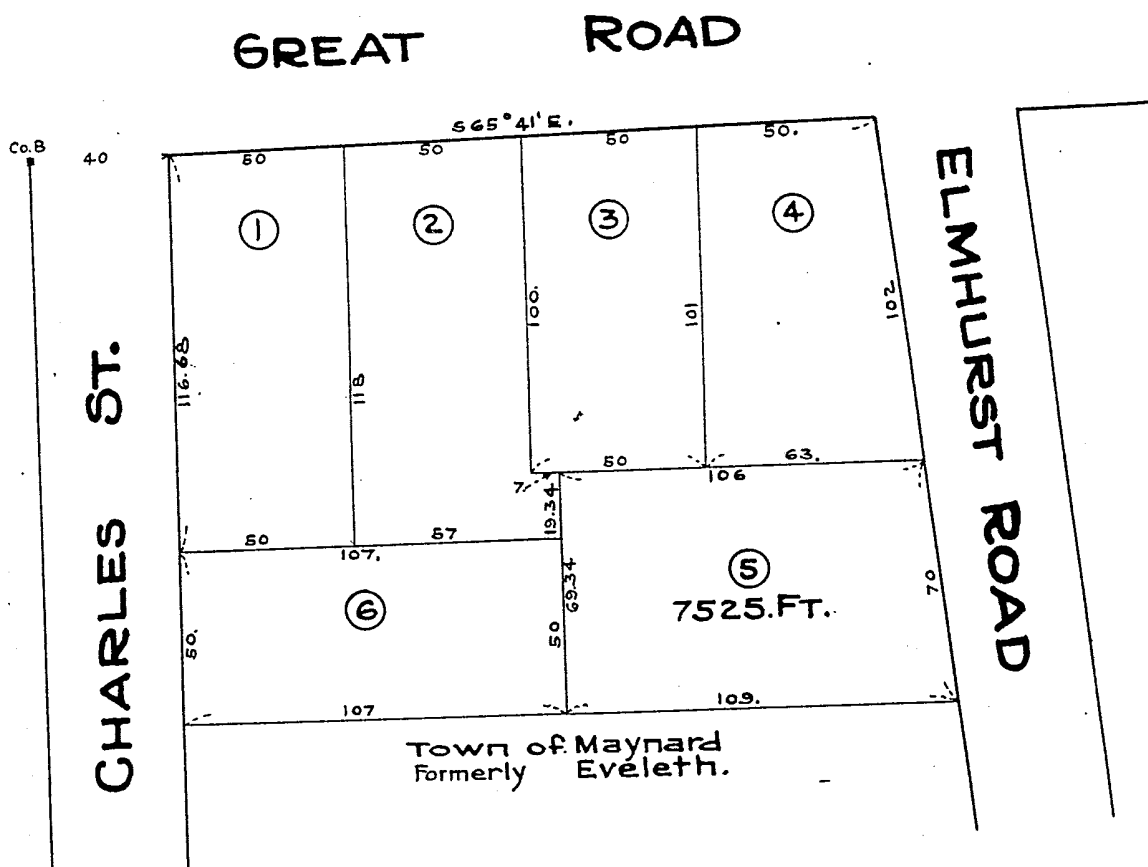
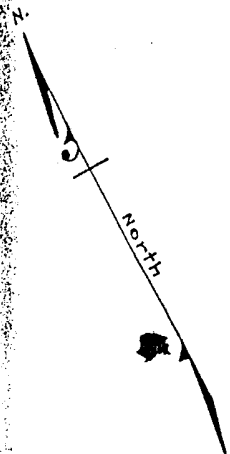
to

KEEFE et ux

5608-8095

I, Alice A. L. Rapson. of Belmont, Middlesex County, Massachusetts, being unmarried, for consideration paid, grant to David Harry Keefe and his wife Leonora T. Keefe as tenants by the entirety, both of Maynard in said County of Middlesex, with QUITCLAIM COVENANTS A certain parcel of land being shown as Lots 1, 2, 47 and part of Lot 3 in Block 3 of plan of "Subdivision of the Eveleth Estate in Maynard, Mass.," for Alice A. L. Rapson, Rowland H. Barnes and Henry F. Beal, Civil Engineers, dated May 1925, bounded and described: Northerly by Great Road as shown on said plan, one hundred twenty-five (125) feet; Easterly by other land of said grantee, being the remainder of Lot 3 as shown on said plan, one hundred twenty (120) feet, more or less; Southerly by Lot 5 as shown on said plan, twenty (20) feet, more or less; Easterly (again) by said Lot 5 as shown on said plan fifty (50) feet; Southerly (again) by Lot 46 as shown on said plan, one hundred nine (109) feet; and Westerly by Charles Street as shown on said plan, one hundred sixty-six (166) feet, more or less. Including all furnaces, heaters, ranges, mantels, gas and electric light fixtures, screens, screen doors, awnings, and all other fixtures of whatever kind and nature at present contained in said buildings. WITNESS my hand and seal this twenty-seventh day of May 1930 Alice A. L. Rapson (seal) COMMONWEALTH OF MASSACHUSETTS Middlesex ss. June 4, 1930 Then personally appeared the above-named Alice A. L. Rapson and acknowledged the foregoing instrument to be her free act and deed, before me, Frank E. Sanderson Justice of the Peace My Commission expires June 26, 1936

Plan of Lots
in
MAYNARD
owned by
D. Harry Keefe
made by
Horace F. Tuttle C.E.
Feb 6 1946 Scale 40 feet = 1. inch
(Original on file.)



Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.

Plan Number 232 of 1946

Rec'd. Mar. 9, 1946 at 9 h 20 m A.M.

with Deed

D. Harry Keefe et ux.

Walter E. Adams et al.

Recorded, Book 6946 Page 424

Attest *Albert D. Kuthaim* Register

KEEFE et ux

to

ADAMS et al

6946-424

* * * * *
* U.S. *
* Rev. *
* Stamps *
* \$1.65 *
* Affixed & *
* Cancelled *
* * * * *

See plan opposite

KNOW ALL MEN BY THESE PRESENTS That we, D. Harry Keefe and Leonora T. Keefe, of Concord, Middlesex County, Massachusetts, husband and wife, for consideration paid, grant to Walter E. Adams, of Sudbury, and Francis E. Quinn, of Maynard, both in said County, with WARRANTY COVENANTS A certain parcel of land, with the buildings thereon, situated on the Westerly side of Elmhurst Road, in said MAYNARD, and being shown as lot numbered five (5) on a Plan of Lots in Maynard, owned by D. Harry Keefe, by Horace F. Tuttle, C.E., dated Feb. 6, 1946, to be recorded herewith, bounded and described as follows: Easterly by Elmhurst Road, seventy(70) feet; Southerly by land of the Town of Maynard, formerly of Eveleth, one hundred and nine (109) feet; Westerly by lots numbered six (6) and two (2), as shown on said plan, sixty-nine and 34/100 (69.34) feet; and North-erly by lots numbered three (3) and four (4), as shown on said plan, one hundred and six (106) feet. Containing according to said plan 7525 square feet. Being a part of the premises conveyed to us by deed of Alice A. L. Rapson, dated July 22, 1927, and recorded with Middlesex South District Deeds, Book 5608, Page 267. Said premises are conveyed subject to restric-tions of record, so far as the same are now in force and applicable. Said premises are also conveyed subject to the taxes assessed January 1, 1946. WITNESS our hands and seals this 8th day of March 1946. D. Harry Keefe , Leonora T. Keefe , THE COMMONWEALTH OF MASSACHUSETTS Middlesex, ss. March 8, 1946. Then personally appeared the above named D. Harry Keefe and Leonora T. Keefe and acknowledged the foregoing instrument to be their

free act and deed, before me Philip Abbott Wilson Notary Public My

I, FRANCIS E. QUINN

of Maynard, Middlesex
~~being executed~~, for consideration paid, grant to

County, Massachusetts,

JENO E. GULYAS

of said Maynard

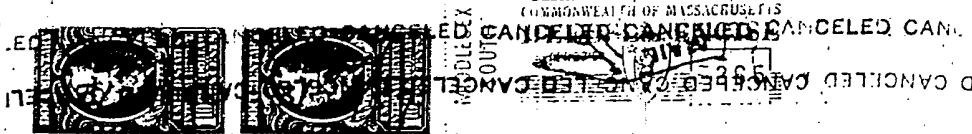
with quitclaim covenants

~~the following~~
 a certain parcel of land, with the buildings thereon, situated on the
 westerly side of Elmhurst Road, in said Maynard, and being shown as lot
 numbered five (5) on a Plan of Lots in Maynard, owned by D. Harry Keefe,
 by Horace F. Tuttle, C. E., dated Feb. 6, 1946, to be recorded herewith,
 bounded and described as follows:

EASTERLY by Elmhurst Road, seventy (70) feet;

SOUTHERLY by land of the Town of Maynard, formerly of
Eveleth, one hundred and nine (109) feet;WESTERLY by lots numbered six (6) and two (2), as shown
on said plan, sixty-nine and 34/100 (69.34) feet;NORTHERLY by lots numbered three (3) and four (4), as shown
on said plan, one hundred and six (106) feet.

Containing according to said plan 7525 square feet.



I, HENRIETTA F. QUINN

husband
wife of said grantor,release to said grantee all rights of ~~tenancy in common~~
dower and homestead and other interests therein.Witness our hands and seals this thirty-first day of March, 19 59

F. E. Quinn
H. F. Quinn

The Commonwealth of Massachusetts

Middlesex, ss.

March 31, 19 59

Then personally appeared the above named Francis E. Quinn

and acknowledged the foregoing instrument to be his free act and deed, before me

Charles B. Hall Notary Public

My commission expires July 28, 1964

JENO E. GULYAS,

of Maynard, Middlesex County, Massachusetts,

being unmarried, for consideration paid, grant to

HERBERT P. FRANK and ERIKA B. FRANK,
husband and wife, as tenants by the entirety,

of said Maynard,

with quitclaim warranties

the land-in

(Description and encumbrances, if any)

A certain parcel of land, with the buildings thereon,
situated on the Westerly side of Elmhurst Road, in said Maynard, and
being shown as lot numbered five (5) on a Plan of Lots in Maynard,
owned by D. Harry Keefe, by Horace F. Tuttle, C. E., dated Feb. 6,
1946, recorded with Middlesex South District Deeds, Book 5946, Page
424, bounded and described as follows:

EASTERLY by Elmhurst Road, seventy (70) feet;
SOUTHERLY by land of the Town of Maynard, formerly of
Eveleth, one hundred nine (109) feet;
WESTERLY by lots numbered six (5) and two (2), as shown
on said plan, sixty-nine and $34/100$ (69.34) feet;
NORTHERLY by lots numbered three (3) and four (4) as shown
on said plan, one hundred six (106) feet.

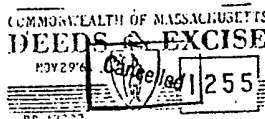
Containing, according to said plan 7,525 square feet.

For my title to said premises see deed of Francis E. Quinn
to me, dated March 31, 1959 and recorded with said Deeds, Book 9357,
Page 502.

Said premises are conveyed subject to restrictions of record,
so far as the same are now in force and applicable.



MIDDLESEX
SOUTH



JUN 24 10 36 AM 1967 CHSRE ***7.00

BK11526 PG738

77

MASSACHUSETTS QUITCLAIM DEED LONG FORM (INDIVIDUAL) 602

HERBERT P. FRANK and ERIKA B. FRANK,
husband and wife, as tenants by the entirety,

of Maynard, Middlesex County, Massachusetts,
~~being unmarried~~, for consideration paid, grant to

ROBERT W. DODGE and ELYNOR L. DODGE,
husband and wife, as tenants by the entirety,
of 1 Elmhurst Street,
Maynard, Middlesex County

with quitclaim covenants
the land-in

[Description and encumbrances, if any]

A certain parcel of land, with the buildings thereon,
situated on the Westerly side of Elmhurst Road, in said Maynard
and being shown as lot numbered five (5) on a Plan of Lots in
Maynard, owned by D. Harry Keefe, by Horace F. Tuttle, C. E.,
dated February 6, 1946 recorded with Middlesex South District
Deeds in Book 6946 Page 424 bounded and described as follows:

EASTERLY	by Elmhurst Road, seventy (70) feet;
SOUTHERLY	by land of the Town of Maynard, formerly of Eveleth, one hundred nine (109.00) feet;
WESTERLY	by lots numbered six (6) and two (2) as shown on said plan, sixty-nine and 34/100 (69.34) feet;
NORTHERLY	by lots numbered three (3) and four (4) as shown on said plan, one hundred six (106.00) feet.

Containing according to said plan 7,525 square feet.

For our title to said premises see deed of Jeno E. Gulyas
to us, dated November 28, 1961 and recorded with said Deeds in
Book 9942, Page 99.

Said premises are conveyed subject to restrictions of
record, so far as the same are now in force and applicable.

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 381 OF 1967

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

BOOK 13531 PAGE 187

BOOK 12154 P 395

MASSACHUSETTS
SOUTH

PAID

MASSACHUSETTS
SOUTH
2800

(*Individual—Joint Tenants—Tenants in Common—Tenants by the Entirety.)

FEB 29 72 AM 10 46 0755E **10.00

BK12163 PG631

ROBERT W. DODGE

of Bedford, Middlesex County, Massachusetts,
of love and affection,
~~being married~~, for consideration paid, grant to KENNETH A. BAKER and MARTHA S. BAKER, husband
and wife as tenants by the entirety,
of 1 Elmhurst Road, Maynard, Middlesex County, with quitclaim covenants

~~wherein~~ A certain parcel of land, with the buildings thereon, situated on the
Westerly side of Elmhurst Road, in said Maynard and being shown as lot numbered five
(5) on a Plan of Lots in Maynard, owned by D. Harry Keefe, by Horace F. Tuttle, C. E.,
(Description and encumbrances, if any)

dated February 6, 1946 recorded with Middlesex South District Deeds in Book 6946, Page 424
bounded and described as follows:

EASTERLY by Elmhurst Road, seventy (70) feet;
SOUTHERLY by land of the Town of Maynard, formerly of Eveleth, one hundred
nine (109.00) feet;
WESTERLY by lots numbered six (6) and two (2) as shown on said plan,
sixty-nine and 34/100 (69.34) feet;
NORTHERLY by lots numbered three (3) and four (4) as shown on said plan,
one hundred six (106.00) feet.

Containing according to said plan 7,525 square feet.

For my title to said premises, see Middlesex South District Registry of Deeds,
Book 11526, Page 738. Elynor L. Dodge having died see L-8 recorded Book 12154,
Page 395.

The consideration for this conveyance is love and affection only..

Said premises are conveyed subject to restrictions of record, so far as
the same are now in force and applicable.

Subject to a first mortgage to the Assabet Institution for Savings
which the Grantees assume and agree to pay.

..... husband of said grantor.
..... wife

release to said grantee all right of tenancy by the courtesy and other interests therein.
~~dower and homestead~~

Witness my hand and seal this 29th day of February, 19 72
Robert W. Dodge
Robert W. Dodge

The Commonwealth of Massachusetts

Middlesex ss. 29th Feb 1972 19 72

Then personally appeared the above named Robert W. Dodge

and acknowledged the foregoing instrument to be his free act and deed, before me,

Notary Public - Middlesex County, Mass.

My Commission expires October 8, 19 76

We, HAROLD S. SHRIBER and JANICE K. SHRIBER, husband and wife, as tenants by the entirety of Maynard, Middlesex County, Massachusetts

being ~~unmarried~~, for consideration paid, and in full consideration of Thirty-five Thousand Four Hundred and NO/100-----(\$35,400.00)-----Dollars grants to RUSSELL P. O'CONNOR and CHARLOTTE O'CONNOR, husband and wife, as tenants by the entirety, both of 1 Elmhurst Road, Maynard, Middlesex County, Massachusetts with quitclaim covenants

~~flexible~~

(Description and encumbrances, if any)

A certain parcel of land, with the buildings thereon, situated on the Westerly side of Elmhurst Road, in said Maynard and being shown as lot numbered five (5) on a Plan of Lots in Maynard, owned by D. Harry Keefe, by Horace F. Tuttle, C.E. dated February 6, 1946, recorded with Middlesex South District Deeds in Book 6946, Page 424 bounded and described as follows:

EASTERLY	by Elmhurst Road, seventy and 00/100 (70.00) feet;
SOUTHERLY	by land of the Town of Maynard, formerly of Eveleth one hundred nine and 00/100 (109.00) feet;
WESTERLY	by lots numbered six (6) and two (2) as shown on said plan, sixty-nine and 34/100 (69.34) feet;
NORTHERLY	by lots numbered three (3) and four (4) as shown on said plan, one hundred six and 00/100 (106.00) feet.

Containing, according to said plan, 7,525 square feet.

Said premises are conveyed subject to restrictions of record, so far as the same are now in force and applicable.

For our title see Deed of Kenneth A. Baker and Martha S. Baker recorded in Book 12163, Page 632, dated February 28, 1972 recorded with Middlesex South District Deeds.

Witness our hands and seals this

1st day of September, 1978.

Harold S. Shriver

HAROLD S. SHRIBER

Janice K. Shriver

JANICE K. SHRIBER

The Commonwealth of Massachusetts

Middlesex ss.

September 1st 1978

Then personally appeared the above named HAROLD S. SHRIBER and JANICE K. SHRIBER and acknowledged the foregoing instrument to be their free act and deed, before me

Henry J. [Signature] Notary Public - ~~MASSACHUSETTS~~

My commission expires Sept 1979 1979

(*Individual -- Joint Tenants -- Tenants in Common -- Tenants by the Entirety.)

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

1125

I, CHARLOTTE O'CONNOR,

of Maynard, Middlesex----- County, Massachusetts

~~Deed~~ for consideration paid, and in full consideration of FIFTY-FIVE THOUSAND
and 00/100 (\$55,000.00) DOLLARS
grants to JAMES K. LUDDEN and DIANE LUDDEN, husband and wife as *
tenants by the entirety,
of One Elmhurst Road, Maynard, Massachusetts, with quitclaim covenants
~~the~~

[Description and encumbrances, if any]

A certain parcel of land with the buildings thereon, situated on
the Westerly side of Elmhurst Road, in said Maynard and being shown
as lot numbered five (5) on a Plan of Lots in Maynard, owned by
D. Harry Keefe, by Horace F. Tuttle, C.E. dated February 6, 1946,
recorded with Middlesex South District Deeds in Book 6946, Page 424
bounded and described as follows:

EASTERLY by Elmhurst Road, seventy and 00/100 (70.00) feet;
SOUTHERLY by land of the Town of Maynard, formerly of Eveleth
one hundred nine and 00/100 (109.00) feet;
WESTERLY by lots numbered six (6) and two (2) as shown on
said plan, sixty-nine and 34/100 (69.34) feet;
NORTHERLY by lots numbered three (3) and four (4) as shown
on said plan, one hundred six and 00/100 (106.00)
feet.

Containing, according to said plan, 7,525 square feet.

Said premises are conveyed subject to restrictions of record, so far
as the same are now in force and applicable.

For my title, see Deed of Harold S. Shriber and Janice K. Shriber
recorded with said Deeds in Book 13531, Page 188. See also M-792
for Russell P. O'Connor recorded in Book 14458, Page 202.



Witness my hand and seal this day of June, 19 83

Charlotte O'Connor
CHARLOTTE O'CONNOR

The Commonwealth of Massachusetts

MIDDLESEX

ss.

June 19 83

Then personally appeared the above named
and acknowledged the foregoing instrument to be

Charlotte O'Connor
her free act and deed, before me

Edward C. Hunt
Notary Public - JAMES K. LUDDEN

My commission expires

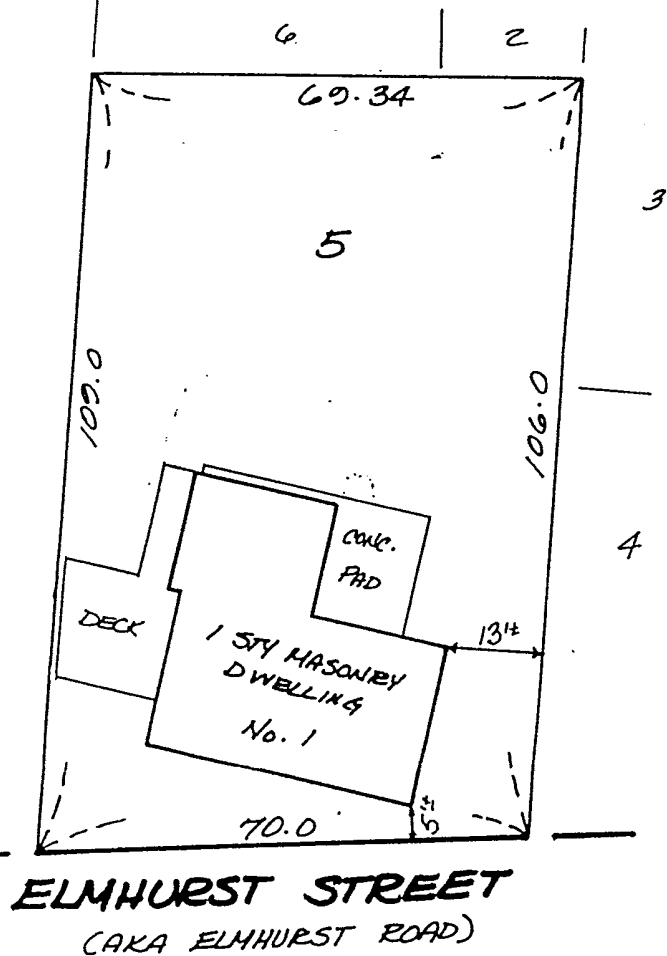
9/17/87

(*Individual — Joint Tenants — Tenants in Common.)

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

1/2 Town of
Maynard



THIS IS A MORTGAGE LOAN INSPECTION FOR FINANCIAL PURPOSES ONLY

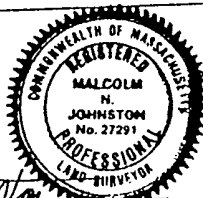


Location MAYNARD MASSACHUSETTS
CITY OR TOWN STATE
Date May 8, 1987 Scale: 1 inch = 20 feet
Deed and Plan Reference:
Middlesex South District Registry of Deeds
Deed Book 15144 Page 465 Plan Book Page
Cert. of Title No.
Certification is hereby made to: James K. & Dianne L. Ludden
and Boston Federal Savings Bank
that the existing structures as shown are situated on the lot designated in
compliance with the applicable Zoning By-laws for setback, area and frontage
requirements of the municipality when constructed.
Certification is hereby made that the structures shown on this plan IS NOT
located within a Special Flood Hazard Area as delineated on the FIRM map of
Community Number Date
This plan was prepared to conform to the regulations of the Commonwealth of
Massachusetts 250 CMR 6.05.

MALCOLM N. JOHNSTON CO.
1026 MASSACHUSETTS AVENUE
ARLINGTON, MA 02174

A - 8089

By: Malcolm N. Johnston
PROFESSIONAL LAND SURVEYOR



MAYNARD.

1871.

MAYNARD is a new town incorporated April 19, 1871. Its territory consists of 1300 acres taken from Stow, and 1900 acres taken from the north-westerly part of Sudbury. It is situated about twenty-one miles by highway west of Boston; and is bounded north by Acton, south and east by Sudbury and west by Stow. The town contained in 1875 a population of 1965; and has a central village, the principal business of which is the manufacture of woollen goods. The territory is divided by a stream now called the Assabet River, but which has at different times been known as Elizabeth, Elzibeth, Elzebet, Elisabeth and Elizebeth. On an old map of Sudbury by Mathias Mosman, bearing date April 17, 1795, and made by authority of that town in obedience to an order from the General Court of June 26, 1794, the name is spelled Elisabeth. In a note explanatory of the map, is the following statement by the author: "The rivers are also accurately surveyed and planned; the river Elisabeth is from four to five rods wide, but [there is] no public bridge over the river where it joins Sudbury." On a map of Sudbury by William H. Wood, published in 1830, the name is spelled Elzibeth. But although the river has at times been called by what has sounded like an English word, it is not probable that this was its original name. On the contrary, the evidence is that Elzibeth or Elzibet and similar ones are corruptions of the Indian word Assabet or Assabaeth. At a date prior to the use of the name Elzibeth, Elzibet, etc., as before given, the terms Asibath and Isabaeth were used. When the lands south of the Assabet River were being laid out and apportioned to the settlers, about the year 1650, the farm of William Brown is spoken of as being in the "northwest angle beyond Asibath River," and in the "Colony Records," vol. iii. page 225, with date May 22, 1651, is the statement that "Captain Willard and Lieutenant Goodenow are appointed to lay out the thousand acres of land at Isabaeth which Jethro the Indian mortgaged to Hermon Garret."

Another matter of consideration is that the tributary which flows into the Assabet River just above

the upper bridge, near the old Whitman place, was early known as Assabet Brook. It has thus been designated by tradition and document, and the term has come down to the present, notwithstanding that the terms Elizabeth, etc., have been applied to the river. We consider it, then, fairly established that the river, the locality and also the brook were all called by the Indian name. The words Elisabeth, Elizabeth, etc., may have crept into use as corruptions of the original Indian name, and the map-makers doubtless took the name that was popularly used. It is probable that the Indians would have a name for a stream of such size, and also that the settlers would call it by the same name.

As Maynard is composed of territory taken from Sudbury and Stow, a few facts concerning the settlement of these old towns may be interesting, and assist to a better understanding of the early history of the place. Sudbury was settled in 1638 by a company of English emigrants, some of whom came direct from England, and some from Watertown after a brief stay there. The lands were attained by permission of the Colonial Court. The first grant was of a tract about five miles square, and was purchased of the Indian proprietor Karto, or Goodman, as he was called by the English. This tract extended from Concord on the north to what was then the "wilderness land" (now Framingham) on the south, and from Watertown (now Weston) boundary on the east to a little westerly of the village of Sudbury Centre. In 1649 the settlers obtained by petition another grant, which extended westward, and was called the "Two-Mile Grant."

The town was incorporated Sept. 4, 1639, when the Court ordered that "The new plantation by Concord shall be called Sudbury." The name was taken from Sudbury in England, from which town some of the settlers are supposed to have come. One great inducement which led to the selection of this spot for a settlement was the extensive meadow lands along the river. Upon these lands the people depended to a great extent for their subsistence during the first

years of their pioneer life. So productive were they that Johnson says "they take in cattel of other towns to winter." The plantation prospered. In 1639 a grist-mill was erected, and in 1640 a small meeting-house was built, the dimensions of which were "thirty foot long and twenty foot wide." The cost was to be six pounds, to be paid in money, corn and cattle to be prized by two men of the town, one to be chosen by the town and the other by John Rutter, the contractor and builder of the house.

The first minister was Rev. Edmund Browne, who it is supposed was settled in England before he came to America. He was a scholarly and substantial minister, as well as an honored and useful citizen. The town soon took rank among the best of the Massachusetts Bay Colony. Not only did the people develop the resources within their own territory, but the spirit of colonization early prevailed, which led the people to pioneer new places. They went south to what is now Framingham and Natick, and westerly beyond the "two-mile grant," to what is now Marlboro', where in 1656 a new town was incorporated.

The town of Stow in its original limits was composed of a tract of country bounded by Sudbury, Concord, Groton, Lancaster, Marlboro' and the Indian plantation called Nashoba (now Littleton). The Indians called it Pompsaticutt. In 1666 a part of this territory was formally laid out to Major Eleazer Usher; and a little later about 500 acres were conveyed to Daniel Gookin, and 150 acres to Richard Heldredge.

In 1669 George Haywood petitioned the General Court to appoint some persons "to view this land." October 13th his request was granted, and May 31, 1670, the committee rendered a report. In this report is the following statement: "We found by estimation 10,000 acres of country land, whereof 500 acres of it is meadow: the greatest part of it is very meane land, but we judge there will be planting-land enough to accommodate twenty families. Also about 4000 acres more of land that is taken up in farms." They stated that the Indian town of Nashoba, that is adjacent, "is exceeding well meadowed, and they make but little or no use of it." The General Court allowed the petitioners to take the land "provided the place be settled with not lesse than tenn families within three years, and that a pious orthodox and able minister be mainteyned there."

Daniel Gookin, Thomas Danforth, Joseph Cooke, or any two of them were appointed to regulate the settling of the place, and Dec. 4, 1672, they appointed a committee to lay out twelve farms of fifty acres each, and to "cast Lotts for them" among those to whom the land was allowed, provided that the parties were "men of good and honest conversations, orthodox in Religion," and would engage to help support "as Godly minister among them," and also would settle upon their lands within two years from the following May ("History of Stow.")

May 16, 1683, the place was made by incorporation the town of Stow, and March, 1686, twenty-six homesteads were granted.

EARLY PURCHASE OF TERRITORY.—That portion of Maynard which was taken from Sudbury was a part of the land last granted to that town by the General Court. It was five miles in length north and south by two in breadth east and west, and its northerly boundary was a direct continuation of the Concord and Sudbury old town line to the Assabet River, at a point which Mathias Mossman on his map calls the Acton, Stow and Sudbury corner. The Colonial record concerning this grant is "Sudberry is granted two miles westward next adjoining to them for their furth' enlargement, provided it [prejudice] not W^m. Browne in his 200 acres already granted." ("Colonial Rec." vol. ii. page 273.) This land tract was purchased of the Indians for twelve pounds. A deed was given which is on record at the Middlesex Registry of Deeds, Cambridge, and of which the following is a true copy:

INDIAN DEED.

"Forasmuch as the Gen^l Court of the Massachusetts Colony in New England hath formerly granted to the Towne of Sudbury, in the County of Middlesex, in the same colony, an addition of land two miles westward of their former grant of five miles, which is also layd out & joyneth to it; and whereas the English occupiers, proprietors and possessors thereof have chosen Capt. Edmond Goodenow, Leif Josiah Haines, John Goodenow, John Brigham & Joseph Freeman to be a committee for themselves & for all the rest of the English proprietors of the sd tract of land and to satisfy & pay them for their native ancient & hereditary right, title & interest thereunto: Know all People by these presents—That wee, Jehoakim, John Magua, John Musqua & his two daughters Esther & Rachel, Benjamin Bohue, John Speen & Sarah his wife, James Speen, Dorothy Wenneetoo & Humphrey Bohue her son, Mary Neppamun, Abigail the daughter of Josiah Harding, Peter Jethro, Peter Musquamogh, John Boman, David Mannoan & Betty, who are the ancient native & hereditary Indian proprietors of the aforesd two miles of land (for & in consideration of the just & full sum of twelve pounds of current money of New England to them in hand well & truly paid at or before the ensealing & delivery hereof by the said Capt. Edmond Goodenow, Leif Josiah Haines, John Goodenow, John Brigham & Joseph Freeman in behalf of themselves & of the rest of the English possessors, occupiers, proprietors & fellow-purchasers), the receipt whereof they do hereby acknowledge & therewith to be fully satisfied, contented & paid & thereof and of every part & parcell thereof they do hereby for themselves & their heys, Executors, Administrators & Assigns, clearly, fully & absolutely release, acquitt, exonerate & discharge them & all the English possessors, occupiers, proprietors & fellow-purchasers of the same & all and every one of these heys, Executors, Administrators, Assigns & successors forever. Have given, granted, bargained, sold, aliened, encesse, made over & confirmed, & by these presents, do give, grant, bargain, sell, alien, encesse, make over, confirm & deliver all that their sd tract & parcells of lands or two miles (bee it more or less, situate lying & being) altogether in one entire parcell in the sd Town of Sudbury in the County of Middlesex aforesd & lyeth al along throughout on the western side of the old five miles of the sd Towne & adjoyneth thereunto (together with the farme lands of the heys of William Browne that lyeth within the same tract, unto the sd Capt. Edmond Goodenow, Leif Josiah Haines, John Goodenow, John Brigham & Joseph Freeman & unto all & every one of the rest of the English possessors, occupiers, proprietors & fellow-purchasers thereof as the same is limited, buttet & bounded on the East by the old part of the sd Towne of Sudbury (which was the five miles at first granted to the sd Towne) & is buttet & bounded northerly by the line or bounds of the Towne of Stow & is bounded southerly & partly westerly by the lands of Mr. Thomas Danforth. All the lands within said bounds of hills, vallies, planes, intervals, meadows, swamps, with all the timber, trees, woode, unierwoods, grass & herbage, rocks, stones, mines, mineralls, with all rivers, rivolets, brooks, streams, springs, ponds & all manner of water courses & whatsoever is therein &

thereupon, above ground & under ground, with all rights, members titles, royalties, liberties, privileges, proprieties, uses, profits & commodities, thereof, & every part & parcel thereof, & that in every way & in anywise thereunto belonging and appertaining,

"To Have, Hold, use, occupy, possess, enjoy to the only absolute proper use, benefit, behoof and dispose of them the ^{sd} English possessors, occupiers, proprietors & fellow-purchasers of the Towne of Sudbury & their heys, executors, administrators, assigns & successors in a free, full & perfect estate of inheritance from the day of the date hereof & so for ever.

"And the above-named Indian Grantors do also hereby covenant, promise & grant to and with the above-named Edmond Goodenow, Josiah Haynes, John Goodenow, John Brigham & Joseph Freeman, & with all the rest of the English possessors, occupiers, proprietors & fellow-purchasers of the said two miles of land (be it more or less) as above bounded that at the sealing and delivery hereof, they are the only and absolute Indian proprietors of the premises, & that they (& none else) have just and full power in themselves the same thus to sell, convey, contrive, make over & deliver, & they do hereby engage & bind themselves & their heys, executors, administrators & assigns from time to time & at all times hereafter, fully and sufficiently to secure, save harmless & forever defend the hereby granted & bargained two miles of land (as is above bounded, be it more or less), with all the rights, members & appurtenances thereunto belonging, against all manner & singular other titles, troubles, charges, demands and incumbrances that may be made or rayed by any person or persons (especially Indian or Indians) else whatsoever lawfully having or claiming any right, title or interest in or to the premises, or to any part or parcel thereof, to the trouble, vexation, charges, interruption or ejection of the above ^{sd} English possessor, occupiers, proprietors or fellow-purchasers of the same, or any one of them, they or any one of their heys, executors, administrators or assigns, in his or their quiet and peaceable possession, free & full use, enjoyment, or dispose thereof, or any part or parcel thereof, forever.

"Furthermore, we, the above-named Indian Grantors, do hereby oblige and engage ourselves, all and every one of us & ours as aforesaid shall and will from time to time & at all times readily and effectually do (at our own proper costs and charges), or cause to be so done, any other or further act or acts, thing or things, that the law doth or may require for more sure making & full confirming of all & singular the hereby granted premises unto the ^{sd} Edmond Goodenow, Josiah Haines, John Goodenow, John Brigham and Joseph Freeman & unto all & every one of the rest of the English possessors, occupiers, proprietors and fellow-purchasers of the premises, & unto all & every one of heys, executors, administrators and assigns, forever.

"In Witness whereof the above-named Indian Grantors have hereunto, each for themselves & altogether, sett their hands and seals, dated the 11th day of July, in the year of our Lord God one thousand six hundred eighty & four, Anno^{re} Regni Regis Caroli Secundi, XXXVI.

"Jehojakim his mark X for himself & by Order of & for John Bowman & seale ○

"John Magow for himself and by order of & for Jacob Magow his father and seale ○

"John Speen his marke | & for & by order of Sarah his wife and seale ○

"Abigail Daughter of Josiah Harding and his sole heyr (> her marke & seale ○

"Sarah ○ her marke who is the widow of Josiah Harding and mother of ^{sd} Abigail & her Guardian.

"Peter Musquamog : his marke & seale ○

"Benjamin Boleu his R marke & seale ○

"Dorothy Wenuto her ○ marke & seale ○

"Mary Nepamun her ○ marke & seale ○

"Botty her) marke & Seale

"Peter Rothro & a seale

"John X Bowman his marke & seale

"James Speen & seale

"Caube 15 Oct^{br} 1684 All the persons that have signed & sealed this instrument appeared before me this day & year above written & freely acknowledged this writing to be their act & deed

"DANIEL GOOKIN, Gen^l Assist

"Endorsement—All the Grantors of the instrument within written beginning with Jehojakim & ending with Peter Musquamog did sign seale and deliver ^{sd} instrument in presence of us,

"JOHN GREEN—

JAMES BARNARD—

"Moreover wee underwritten did see Benjamin Boleu, Dorothy waneto & Mary & Betty Nepamun signe, seale & deliver this instrument the 15th day of Oct^{br} 1684

"ANDREW PITAMEE : his marke

"JAMES RUMSEY : marke

"SAMUEL GOFF, JAMES BARNARD

"DANIEL SACOWAMUTT.

"Febr 7, 1684 Memorandum—Wee whose names are underwritten did see Peter Jethro signe & seale & deliver y^e within written instrument

"JAMES BARNARD— STEPHEN M GATES his mark.

"Peter Jethro, Indian, appeared before me the fifth day of February, 1684, & freely acknowledged this writing within to be his act & deed & y^e put his hand & seale thereunto.

"DANIEL GOOKIN, Sen^r Affic.

"John Bowman did signe, seale & deliver the within written deed the 23rd of February in the year of our Lord one thousand six hundred eighty & four in presence of us

"JOHN BALCOM— + SAMUEL FREEMAN his marke

"James Speen and John Boman appeared before me in court at Natick and acknowledged they have signed and sealed this instrument among others May 13th, 1684

"JAMES GOOKIN, Sen^r Affic

"ROXBURY April 16, 85

"Charles Josias, Sachem of the Massachusetts, having read & considered the within-written deed with the consent of his Guardians & Counsellors underwritten doth for himself and his heys allow of, ratify & confirm the within-written sale to the inhabitants of Sudbury & their heys for ever, the lands therein bargained & sold, to have & to hold to the ^{sd} Inhabitants of Sudbury their heys and assigns for ever, & hath hereunto set his hand and seale the day above written.

"CHARLES A JOSIAS his marke & seale

"Allowed by us

"WILLIAM STOUTON } Guardians to
"JOSEPH DUDLEY } y^e Sachem

"ROBERT S MONTAGUE

"WILLIAM W. AHWONTO

"Recorded by Thomas Danforth

"ROBERT S MONTAGUE

"WILLIAM W. AHWONTO

"Recorded 19, 3, 1685

"by Tho. Danforth, Recorder.

"A true copy of record Book 9, Pages 344 to 352, inclusive.

"Attest CHAS B. STEVENS Reg."

The above deed was not given until years after the grant was made by the Court, and the land was divided up into portions to the inhabitants. The records do not state what occasioned the long delay, but, as was the case elsewhere, perhaps the papers were not passed until, in process of time, the settlers questioned whether the claim to the territory was valid until a deed was obtained of the Indian proprietors. A similar instance occurred at Groton, where the deed was given long after the land was occupied. The grant was allowed by the Court as early as 1655, but no title was obtained of the natives till about 1683 or 1684.

The 200 acres referred to consisted of land allowed by the Court to William Brown, of which the record is as follows: "In answer to the petition of W^m Browne for 200 ac^{re} dew for twenty-five pounds putt into the joynet stocke by Mrs. Ann Harvey, his Aunt, from whom he made it appear to the Court he had sufficient deputacon to require it, his request was granted, viz.: 200 ac^{re} of land to be layed out to him wthout the west lyeue of Sudbury by Capt. Simon Willard and Seargeant Wheeler."

Concerning the laying out and apportionment of

these lands, we have the following from the Sudbury records :

November 27, 1651, "It is agreed in a public town-meeting warned for that purpose, that the rate now to be levied for the payment of John Sherman and others for laying out the two miles westward joining to our former bounds which was last granted by the Court for our enlargement shall be paid by the inhabitants, every man to pay alike, the same in quantity, and when that the two miles shall be layed out that every man shall enjoy a like quantity of that land."

About two years later a dispute arose relative to the manner in which the two-mile grant was to be divided. "Two ways were proposed, neither of which gave satisfaction; the first was to divide them equally to every man; the other was to divide by estate or family—to every man four parts—to every wife, child or servant bought or brought up in the family one part."

On January 4, 1655, at a selectmen's meeting it was "voted to take some means to get the new grants laid out;" and it was also agreed "to keep a herd of cattle upon the land the next summer." Thus the subject of the new grant was a prominent one, and how to apportion it was an important matter. At length the plan was adopted of dividing it into squadrons, the arrangement of which was as follows: "The south east was to be the first, the north east the second, the north west the third, and the south west the fourth." It was voted there should be a highway extending north and south, "30 rods wide in the new grant joining to the five miles first granted;" also, "voted that there should be a highway 30 rods wide, from south to north, parallel with the other said highway in the middle of the remaining tract of land."

The records further state, that, as there was a pond in the third and second squadrons, "so that the middle highway from south to north cannot pass strait," it was voted to have it "go round the pond." These squadrons were sub-divided into parcels of equal size, each containing one hundred and thirty acres, and were apportioned to the people by lot. It was voted that "the first lot drawn was to begin at the south side of the first squadron running east and west betwixt our highways; the second lot to be in the north side of the first, and so every lot following successively as they are drawn till we come to Concord line and so the first and second squadron."

The Sudbury records give the following information concerning the apportionment and ownership of the second and third squadrons, a part of which are in the present territory of Maynard :

"The second squadron are: William Ward, 13; Josiah Hains, 14; Henry Loker, 15; John How, 16; Edmund Rice, 17; Philemon Whale, 18; John Loker, 19; Mr. Edmund Browne, 20; John Parmenter, Dea., 21; John Maynard, 22; Robert Darnill, 23; Thomas White, 24; Richard Newton, 25; John Reddick, part of his, 26.

"These thirteen lots and a part afore written are the second squadron, the first whereof being William Ward's, who joineth to Lancaster highway on the south; the last being part of Sargent Reddick's lot which joineth to Concord line on the north all this squadron of lots, with the

other aforegoing, being bounded on the east by a highway thirty rods wide, and part of the two miles last granted to Sudbury, each lot containing one hundred and thirty acres; third squadron are as followeth :

"John Ward, 27; Peter Kings, 28; John Smith, 29; Hugh Griffin, 30; Henry Rice, 31; John [—], 32; Robert Beust, 33; William Kerley, Sen., 34; John Wood, 35; John Rutter, 36; Solomon Johnson, Sen., 37; John Toll, 38; Widow Goodenow, 39.

"Mr. Wm. Browne, his farm of two hundred acres, and his lot of one hundred and thirty acres, being granted to be in the northwest angle beyond Asibath river before the lots were laid out. Also the other part of Sargent Reddick's lot adjoining to Mr. William Browne's farm on the north.

"The thirteen lots last written with Mr. Wm. Browne's farm and lot, and the part of Sargent Reddick's lot, are the third squadron. Mr. Browne's farm joineth to Concord line on the north, and the widow Goodenow's lot joineth the same said Lancaster highway on the south, the said squadron of lots and farm being on the east the middle highway thirty rods wide and the second squadron, and butting on the west upon the wilderness."

Another part of the Maynard territory may have been a tract of land which we will term the Tanta-mous transfer. This tract is that before alluded to as the property mortgaged by Indian Jethro to Hermon Garrett. This land the Colony Records state "is granted by this Court [General Court] to Watertowne to purchase of Hermon Garrett." Hermon Garrett was a blacksmith who lived at Concord, and it is supposed carried on his trade there before 1638. In a petition dated May 19, 1651, he says that "3 years since he obtained a verdict against Jethro on £16 6s. 4d. and £4 costs for damage in a mare and colt done by him to your petitioner, and that said Jethro mortgaged 1000 acres of his lands to secure said debt." (Temple's "Hist. of Framingham.") The permission granted to Watertown by the General Court may indicate that the mortgaged property came into the hands of Garrett, who it is supposed sold a horse and colt to old Jethro and the default of payment may have been the damages. The statement that this land was at Isabaeth, while it may locate the land but indefinitely, leaves us to infer that it lay along the river course. The vote of Sudbury that there should be a highway running north and south, through the "New Grant," forty rods wide, was observed in the laying out of the land. This reservation was doubtless made without the expectation that it would ever become a regular town highway. It was probably laid out for several objects; one of these may have been to give abutters a right of way to their lots; another may have been to serve the town as a timber supply, and another object may have been that it could be exchanged by the town for land to be used in other places for highways. This highway subsequently became memorable by the discussions that attended its final disposition. It was repeatedly encroached upon by abutters or others who desired it for timber or as an annex to their farms; and at successive town-meetings the question came up as to what to do with the thirty-rod highway.

The following extracts from early records relate to this highway, the first to its direction, the last to its disposal :

"At a town-meeting January 5th 4, 1657, voted in y^e Town Meeting

that wherens there is a pond lying in y^e third and second squadron that son our middel Highway from South to North cannot pas streight, our will and vote is that y^e said way shall goe round the pond at y^e nearest end and allowance be given by y^e Surveyor to any person that shall be damaged by y^e highway going at y^e ponds end and. Also let it be remembered that y^e long Highway from South to north goeth at y^e west end of y^e pond through y^e land of John Toll and Solomon Johnson and is twelve rods wide at y^e narrowest for which may y^e said John Toll and Johnson have sufficient allowance."

At a meeting held March 3, 1731, "Voted that they will discontinue of the thirty Rod Highway or land, so-called, twenty-six rods wide throughout the said highway." It was also "Voted to give and grant to every Proprieter owner one and one half acre of meadow and swamp land in the lands called the New Grants, thirty rod highway, also two acres of upland. January 23rd, 1732, let out to Jonathan Rice all the highway meadow from the Long Pond to Concord Road and to Marlborough Road, for five shillings."

That part of Maynard which formerly belonged to Stow was probably a portion of a tract called by the Indians, Pompasiticut. A hill in Maynard still bears the ancient name. These lands may have been, in part, some of the Tantamous transfer, and in part may have been owned by Benjamin Bohue, or the Speen family, or Musqua, or Musquamog, or Magos, or others who owned land about the Sudbury and Stow territory. It is said that soon after the incorporation of the town of Stow, which occurred May 16, 1683, "a town rate was made to pay Ben Bohue and James Speen and others for lands purchased of them." ("History of Stow.")

INDIAN OCCUPANTS.—The lands at Isebaeth or about the Assabet River were, it is supposed, at one time considerably occupied by Indians. Numerous relics have been discovered in various places; and on the Benjamin Smith place on the west side of the river Indian bones have been exhumed. These remains were discovered when excavating for a barn cellar some years ago. The remains were, it is supposed, those of six Indians who were buried side by side. Various relics were found with them. Just below this place, on the brow of the hill, is an excavation, which, it is supposed, may be the remains of an old cellar once connected with a wigwam or wigwams. This excavation may perhaps have been an old Indian store-house for corn or maize, to make use of their term for grain. These excavations for granaries were probably commonly used by the Indians. Their food was to quite an extent made of maize meal, which was prepared by a rude process of pounding with a small stone. From this meal they prepared a rude cake called "Nokake," which it is stated they carried on long journeys.

Their selections for corn-fields were on easily worked, sunny places, as on some plain land or warm hill-side. The lands were broken up by the squaws with a rude hoe made of stone with a withe handle. Their planting time was when the oak leaf had attained the size of a mouse's ear or squirrel's paw. The same fields were planted year after year and were

probably tilled by several families collectively, after the manner of the English in their early occupation of the country. As the fields were cultivated in common, so the granaries were doubtless also common property. Temple, in his History of "Framingham," says as follows of the granaries:

"These Indian granaries were of two classes, one large, the other small. Both were of similar construction, i. e., circular excavations about five feet in depth. The larger ones were from twelve to sixteen feet across, while the small ones were only three to five feet in diameter. They were commonly dug in the sloping sides of a knoll or bank to secure dryness and the better to shed rain. A number were set close together in order that they might be protected from bears and other enemies by a picket; when filled with corn, or dried fish, or nuts, they were covered with poles and long grass, or brush or sods." Perhaps why so few of the traces of these granaries are found to-day in places once considerably inhabited by the Indians is that English cultivation of the soil has obliterated them. The warm hill-sides where they may have been mostly constructed, in close proximity to the corn-fields on the soft plain lands, have largely become pastures or orchards. The plow has passed over them again and again in the long flight of years. The recollections of the early settlers relating to the Indians were not altogether pleasant, and there was therefore little inducement to preserve the traces of their wigwams, planting-fields and granaries. The indications about the Benjamin Smith place are that in that vicinity may have been a cluster of wigwams or an Indian village. The half-dozen skeletons denote the presence of an Indian burial-place, and this, with the presence of a granary and the finding of stone relics, are supposed to point generally to the occupation of a locality by several families and perhaps a clan.

On the farm of Asahel Balcom, Esq., at a place called Pond Meadow, various relics have been found, such as arrow heads, stone axes, etc.; relics have also been found on the Puffer lands, in the south part of the town. No distinct tribe is known to have occupied the place; but as it was a point intermediate between the Indian plantation of Occogoganset (Marlboro'), and Nashoba (Littleton), and Musketzquid (Concord), it is probable that it was much traversed by the natives in their intercourse one with another; and that the birch canoe glided frequently beneath the hemlocks overhanging the Assabet, as the swarthy occupant made his way to Concord to visit Tahatawan and his family.) Comparatively little is known in detail of the character of the Indian proprietors of Isabaeth, but some fragments have come down to us which are full of interest. Tantamous, or Old Jethro as he was called in English, it is supposed in early life lived at Isabaeth. This supposition is based on his ownership of the land, as set forth in his transaction with Garret. A deed dated July 12, 1684, of

land two miles in width adjoining Sudbury on the west and Marlboro' and Stow on the east, Peter Jethro, son of Old Jethro, signed, in which he calls himself "one of the ancient, native, hereditary, Indian proprietors of the said land." The residence of the Jethros subsequent to their home at Isabaeth was at Nobscot Hill, which is partly in Sudbury, but more largely in Framingham. A large stone-heap on this hill, which it is thought may have been Jethro's lookout, is mentioned in the records as early as 1654; and it is said that until recently, at least, Jethro's "granery" was still to be seen there. (Temple's "Hist. of Framingham.")

Old Jethro was not a praying Indian. Gookin says of him that he had twelve members in his family and "they dwelt at a place near Sudbury, Nobscot hill, but never submitted to the Christian profession (except his son Jethro)." He also says that the old man had the "repute to be a powwow," and he was held in great veneration by the natives. Drake says that at the time of Philip's War he lived at Nobscot and was ordered by the Colony to Deer Island, Boston Harbor, for security. Resenting the ill usage that was received from those conducting them there, Jethro and his family escaped in the darkness of night. He was betrayed, however, by his son, Peter Jethro, into the hands of the English, by whom, according to Hubbard, he was executed, September 26, 1676.

Peter Jethro was one of Mr. Eliot's converts to Christianity in 1650. Gookin characterizes him as "a grave and pious Indian." He was at one time a "minister and teacher" to the Indians at Weshakim, a place near Lancaster. His English name is attached to the deed of the New Grant. His Indian name was Hantomush and was sometimes written Ammatohu.

The Indians who lived about this vicinity probably belonged to the Nipnets or Nipmugs, who dwelt in the interior of Massachusetts, or in what was called the fresh water country, which the word Nipnet signifies. The characteristic, and modes of life of the aborigines were like those of other Indians in the near neighborhood, and these were not of a high standard before they were changed by the influence of Christianity. At Concord, where Tahatawan was chief, rules were adopted by the praying band that set forth the depravity that existed among them both in nature and practice. Johnson speaks of the Indians there in 1646 as "being in very great subjugation to the Devil;" and the pow-wows as being "more conversant with him than any other." They were given to lying, "greasing," "pow-wow" and "howlings." But the light of the Gospel, as it radiated from the praying stations, fostered by such men as Gookin, Eliot and others, soon had a salutary effect upon them. Some of the chief men were reached and their lives and characters changed. A large share of the praying Indians were fast friends of the English, and aided them in the war with Philip. There is no evidence that the early English inhabitants ever came

into conflict with the aborigines of the immediate vicinity, nor that there was ever unfriendly intercourse between them.

King Philip's War was inaugurated by an invading force. The enemy for the most part came from afar, and the settlers defended their homesteads from those who never had a title thereto. It is supposed that a trail ran from the well-known missionary station at Natick northwesterly to Stow and Nashoba (Littleton); such a trail would probably pass through Assabet territory. The natives along its course would naturally make use of it, and have intercourse with these Indian villages.

CONDITION OF THE COUNTRY.—The country at the time of its early occupation by the English was largely an unbroken wilderness. Pine trees are supposed to have grown there very abundantly. Johnson, in his "History of New England," dated 1654, speaks of the "heavy pine forests on the west side of Sudbury River." The Sudbury records state that in 1661 men were appointed "to agree with Richard Proctor, of Concord, about his trespass of burning up our pine for making tar." The committee were to sue him if they could not agree. The absence of extensive pine woodland to-day, and the existence of oak growth, is no evidence as to what these lands formerly produced; for it is the nature of these lands to alternate between the growth of pine and oak. The broad acres that in the present may have a mixed growth of hard woods may two centuries since have been densely covered with pine. The forests of the primitive period were largely clear of brush. Johnson says, in the work already referred to: "The forests, free from under brush, resembled a grove of huge trees improved by art." There may have been two causes for this freedom from underbrush—one, the natural tendency of the larger and stronger trees to crowd out the smaller and weaker ones, and the other, the forest fires set by the Indians, as supposed, for this purpose, that they might the easier capture their game. These fires were set in the autumn, after the equinoctial storm, that they might burn with less intensity. Whatever the cause, the primitive forests were so much like huge groves, that the early settlers could travel over portions of them on horseback, and a trail through the woods, where the country was free from streams and swamps, furnished quite a passable way. Together with these extensive forests were also broken spaces, open meadows, and sunny spots which kept the country from being one of continuous shade. Some of these places were kept clear by the Indians for corn-fields. Notwithstanding the plentiful timber growth, the settlers from the beginning were very watchful against waste; and laws were enacted for its preservation. In 1646 the town of Sudbury ordered that "no oak timber shall be fallen without leave from those that are appointed by the town to give leave to fell timber that shall hew above eighteen inches at the butt end." Again, it was ordered that

no man should have timber upon the commonage if he had a supply on his own land. In 1647 it was ordered that for that year the people should have timber "for every two shillings that they paid the ministry one tree." In 1671, John Adams was "to have liberty to feed his cattle on Sudbury bound, and to take old and dry wood that shall be upon the ground, the said Adams to prevent any trespass by Concord herds or cattle, also in our wood and timber, forthwith to give notice to the town."

Because of the extensive woodlands, it is supposed there were greater falls of rain and snow in former times, so that the little stream, which now has but small water-power, might then have been sufficient to grind the corn of a township. The Assabet may then have been a wild, dashing stream in the spring-time, overrunning its banks in a furious flood; while so much of the country from which it drew its supply, being overshadowed in the summer by the outstretching branches of the leafy trees, it may at that season also have been a considerable stream. But although the snow and rain were more abundant then, if tradition is trustworthy, the climate was not of necessity more severe. On the contrary, there are indications that the spring opened early, and that the frost was gone, and the fields ready for seeding at a very seasonable time. In the Sudbury Records it is stated that at one time the town ordered "that the fences should be set by the 1st or 10th of April"; and in 1642 it was ordered that no cattle were to be found on the planting fields, and all the fences were to be up by March 1st." Grass was to be cut in some of the Sudbury meadows by the 10th of July.

EARLY ENGLISH OCCUPANTS.—Maynard territory had but very few settlers prior to King Philip's War, and what few were there were driven out by the savages on their devastating raids. On the Stow side of the river two men took up their abode about 1660. These were Matthew Boon and John Kettle, both of whom, it is said, came from Charlestown. Boon, it is thought, settled in the south or west part of the original Stow territory; and Kettle in the vicinity of Pompsaticutt Hill, on land now included in Maynard (Balcom.) Kettle married for his first wife, Sarah Goode-now, of Sudbury, and by this marriage had three children—John, Sarah and Joseph. For his second wife he married Elizabeth Ward, by which marriage he had one child or more. When the Indians invaded the Stow territory, Kettle fled to Lancaster, where his wife and some of his children were captured.

Mr. Boon remained in the territory till the invasion by Philip, April, 1676. On the day before the attack on Sudbury, which was made April 21st, Mr. Boon and a son, while endeavoring to make their way with some of their goods to a place of safety, probably one of the Sudbury garrison-houses, were slain by the Indians. They were escorted by Thomas Plympton, of Sudbury, who met with the same fate.

On the monument of the Plympton family, in the old burying-ground at Sudbury, is the statement that Thomas Plympton was killed by the Indians at Boon's plain.

We have found comparatively little by which to determine with certainty the names of those who first settled in the part of Maynard that was once Sudbury. The fact that the "New Grant" lands were allotted to certain individuals is no evidence that they were ever occupied by them. It is probable, however, that some of the owners of the lots lived on them prior to Philip's War. The names of the following, as actual settlers in those early times, have come down to us either by record or tradition—Smith, Wedge, Crane, Freeman, Carley or Kerley. Taylor, Rice, Brigham, Maynard, Wood and Skinner. Others, who settled later, are Jonas Balcom, Phineas Pratt, Jabez Puffer, Simon and Zacheriah Maynard, Arrington Gibson, John Jekyl and Marble. It is probable that such of these settlers as were occupying the ground at the breaking out of Philip's War were driven away by the savages, as it is supposed that every dwelling on the west side of Sudbury River, except such as were garrisoned, was destroyed in those dismal, distressing days. In a list of Sudbury inhabitants attached to a petition sent the General Court, purporting to contain "An Accompt of Losse Sustenied by Severall Inhabitants of y^e towne of Sudbury by y^e Indian Enemy, y^e 21st Aprill, 1676," are the following names, which, with others in the list, may have been of the New Grant occupants: Joseph Freeman, loss £80; John Smith, £80; Thomas Wedge, £15; Corporal Henry Rice, £180; Thomas Rice, £100; Benjamin Crane, £20, and "Widdow" Hapgood (Hapgood) £20. Mrs. Hapgood's husband was probably Shadrack or Sydrack Hapgood, who was killed near Brookfield in the Hutchinson expedition. A son, Thomas, settled in the northeast part of Marlboro'. Sydrack or Shadrack, who may have been another son, was one of the settlers of Stow about 1778 or 1779. After the close of Philip's War we conjecture the settlement of the territory progressed slowly. The country had been so scourged by the torch and tomahawk that the frontier was somewhat shunned. Savage incursions were made at times for years, by small, predatory bands from the north and east, and life was imperiled and property insecure. According to a map of Sudbury by John Brigham, bearing date 1708, which gives the squadrons of the New Grant, and also purports to give the location of every homestead in Sudbury at that time, we find but fifteen dwellings designated in the second and third squadrons north of the "east and west thirty-rod highway," or the part which is now mostly in Maynard. It is true, that in some instances two families may have lived in one house; but still the fact remains that the territory was sparsely settled for over a quarter of a century after the conflict closed.

The same is true of the Stow side of the territory.

Before Philip's War it was but sparsely peopled. Who was the first settler afterwards is unknown (Hist. of Stow). As before stated, December 4, 1672, a committee was appointed to lay out twelve farms of fifty acres each, and "to cast lotts for them," yet as late as June 1, 1675, most of these lots had been forfeited by a failure of the owners to settle upon them. When the war closed desolation brooded over the lonely lands and men were slow to return. In 1681 a list is given of twelve allotments of land, which lots, it is supposed, were taken up by 1678 or 1679. These were assigned to the minister and the following named persons: Boaz Brown, Gershom Heale, John Buttrick, Ephraim Heldreth, Thomas Stevens, Steven Hall, Samuel Buttrick, Joseph Freeman, Joseph Daby, Thomas Gates and Sydrack Hapgood (Drake's "County Hist.")

It is stated that the country about Stow, being deserted by its inhabitants during the war with King Philip, was quite a place for the Indians to gather before making their devastating incursions on the neighboring towns. "Tradition states that the Indians once held a consultation on Pompositticut Hill, overlooking Concord and Sudbury, relative to which place they should destroy. Sudbury was decided upon because one of the leading warriors said, 'We no prosper if we burn Concord. The Great Spirit love that people. He tell us not to go there. They have a great man there. He great pray.' This allusion was to Rev. Edward Bulkley, the Concord minister. They feared his influence with the Great Spirit. Hence Concord was saved and Sudbury suffered." (Drake's "County Hist.")

In the Stow "Old Proprietors' Book," with date May 19, 1719, is the following record in relation to selections of land:

"Pitched on by Richard Temple between Plum Brook and Willard's Pond, Iereal Heald, senr., on Pompositticut Hill, joining to Joseph Jewell's land, John Butterick, on Pompositticut Hill, and on the north side of his ten acres of meadow. Jacob Stevens at the Oak swamp at his ten acres on Assabeth Brook and at Elbow meadow. Thomas Whitney, senr., joining to his half-moon meadow and Mr. Googen's land. Elizabeth Fairbank, on Pompositticut Hill and at great meadow. John Whitaker, on Pompositticut Hill and at green Meadow. John Eveleth, on Pompositticut Hill. Joseph Daby, right across the Hill from his house-lot to Sudbury line Wetherby's line. Stephen Randall, four acres by his home-lot and at his own meadow on Assabeth Brook."

"Stow, Oct. y^e 30, 1738. Voted, on said day that Ephraim Gates have one acre and three-quarters of upland in the common land in Stow, lying on the westerly side of said Gates' House-lot, for consideration of ten Shillings and one quart of Rume."

PHILIP'S WAR.—As we have reason for supposing that the part of Sudbury now Maynard was more or less occupied by English settlers when Philip swept the town with his besom of destruction, a few facts relative to that Indian invasion may be both interesting and important. The attack, as has been stated, was on the 21st of April, 1676. It was a large force that was led by Philip. According to some writers there were 1500 warriors and squaws. There was not a town to the westward of Sudbury to serve as a barrier to the conquering march of the chief.

Marlboro' had fallen, and her dwelling-houses, except the garrisons, were ash-heaps. A few weeks before this attack a repulse was given the enemy by men from Sudbury and Marlboro', who surprised them as they slept at night about their camp-fires, near the town's western boundary. This attack, though it may have hindered them from further depredations at the time, served only as a temporary check; and it is supposed that to retrieve the loss sustained at that time, and avenge the death of their slain, as well as to wipe out another settlement towards the seaboard, they rallied with a mighty force for the work. The west part of the town was to feel the first effects of the onslaught, and there was no resource left the inhabitants but to leave the farms they had cleared, and the humble dwellings they had erected by unremitting toil, and flee to the garrisons. The nearest of these was, so far as we know, the Walker garrison, which still stands in the "New Grant" territory, in the third squadron, and not far from the southern boundary of the Northwest District. It is a quaint old structure in the walls of which are upright plank to resist the force of balls. Another place of refuge was in the Pantry (Northeast) District of Sudbury. At this place was a small block-house, and, tradition says, a garrison-house. Another garrison, on the west of Sudbury River, was the Haynes garrison, near the Sudbury River meadows; and still another, the Browne garrison, at Nobscot, in the fourth squadron of the "New Grant." Probably within one or all of these, and other fortified farm-houses on the west side, of which we have no information, the inhabitants of the "New Grant" lands were sheltered by the night of the 20th of April. The case of Thomas Plympton and Boon, already mentioned as fleeing before the savages to a place of refuge, probably indicates the movements of all the settlers in that exposed region at that time. Early on the morning of the 21st the enemy applied the torch to the deserted dwellings, having been distributed throughout the town during the night for the purpose, and the settlers saw, in the smoke borne aloft on the morning air, the last trace of their former dwelling-places. Around the garrison-houses was a scene of tumultuous conflict. About the time of firing the deserted houses the enemy attacked the fortified places with great fury. The fight at the Haynes garrison lasted from morning till midday, when the savages were repulsed by the bold defenders who sallied forth, and, as the record informs us, drove them from their "skulking approaches." In all the sad scenes of those days—the fight, the siege, the defense, the people of the "New Grant" lands doubtless had their share, and none more than they would be likely to experience their desolating effects. Relief was sent from neighboring towns, and from as far east as Boston. Twelve men came from Concord, eleven of whom were slain in the river meadow near the Haynes garrison-house. Another party came from Watertown, which then was

the border town on the east. This was commanded or sent by Capt. Hugh Mason, and did valiant work in assisting to drive the Indians from the east to the west side of the Sudbury River, and so saving the east side settlement. The other force was led by Captain Wadsworth, of Milton. Captain Wadsworth engaged the main force of the enemy at Green Hill South Sudbury. He was drawn into an ambush and fought bravely till the approach of night and a forest fire forced him from his position, when his ranks were broken and most of his command were captured or slain. A monument marks the spot where the slain soldiers were buried in one common grave, near where they fell. (For details of the Wadsworth Fight or Battle of Green Hill, see "History of Sudbury.") But though a part of the town received assistance, nothing could save the Northwest District, which, from its isolated condition, was doomed from the first approach of the savage.

LOCATION OF EARLY HOMESTEADS.—Tradition and record have located some of the early homesteads and given a few fragmentary facts concerning the early settlers.

✓ *Smith.*—The lands at first possessed by the Smith family were situated on both sides of the Assabet River, and included all that now occupied by the Assabet Manufacturing Company. An old Smith homestead stood in the rear of Sudbury Street, on the island side of the river, and other homesteads of the family were scattered about the territory. The only person now left in town bearing the family name is Benjamin, who lives on the Stow side of the river. Abraham and William built a family tomb on the William Smith place. On the Levi Smith place, now owned by the Levi Smith heirs, Jonathan kept a hotel about eighty years ago. John was at Sudbury in 1647. He may have been John Smith, an early settler of Watertown. His wife's name was Sarah. He had assigned him lot No. 29 in the Second Squadron of the "Two-Mile Grant." The names Thomas and Amos were early in the family.

✓ There is a tradition that some time early in the settlement of the town, during a severe storm in the spring of the year, several persons came to and were quietly quartered in the barn of one of the Smiths, perhaps Thomas, near where Mr. A. S. Thompson now resides. The unknown visitors were afterwards supposed to have been pirates, from the fact that they were very free with their money, paying liberally for what they obtained from the family. It was said that they threw "pieces of eight" at the swallows for amusement, and before leaving procured from the house some clothing fitted for bags, and tools for digging. The bags, being filled with something apparently heavy, were carried by them to the woods, northerly of the house, and probably buried. The suspected parties soon after left, no one knowing whither they went. Subsequently Mr. Smith received a letter from some pirates that had been cap-

tured, convicted, and were about to be executed, requesting him to come and see them, and they would give him information that would be of value to him; but Mr. Smith, with the feeling of distrust for criminals common to those days, paid no regard to the request, and, for aught known, the secret died with the writers and may never be revealed, unless some fortunate person should discover the hiding-place.