

CALLAHAN MINING CORPORATION

277 PARK AVENUE · NEW YORK, N.Y. 10017  
TELEPHONE: (212) 826-2950

OFFICE OF THE SECRETARY

April 30, 1968

Mr. Albert E. Sandecki  
50 Tanner Street  
Haddonfield, New Jersey 08033

Dear Mr. Sandecki:

I have received from Penobscot Mining Corporation the executed Agreement with respect to the reconstruction of the dam and the flooding contemplated by you, and am pleased to enclose herewith one executed copy for your files. I look forward to seeing your project during my time in Maine this summer which now is scheduled for the middle of July through the middle of August.

Jack Malcolm indicates that his relationship with the Farnhams is most pleasant these days, which, of course, is pleasing to us.

Sincerely,



Charles D. Snead, Jr.

CDSjr/dr  
Enclosure

LAW OFFICES  
BLEAKLY, STOCKWELL, ZINK & McGEARY  
72 E. MAIN STREET  
MOORESTOWN, N. J. 08057

JAMES D. STOCKWELL  
WILLIAM S. ZINK  
CHARLES A. McGEARY  
JOHN A. FRATTO  
LEWIS C. FARSETTA  
WILLIAM F. BROWN  
WILLIAM M. BAUMGARTNER, JR.  
CHARLES A. LITTLE

TELEPHONE 235-3150  
AREA CODE 609

BLEAKLY & STOCKWELL  
ESTABLISHED 1901  
HAMMONTON OFFICE  
209 BELLEVUE AVENUE  
CAMDEN OFFICE  
317 MARKET STREET

May 27, 1968

Mr. Albert E. Sandecki  
50 Tanner Street  
Haddonfield, New Jersey 08033

Re: Callahan easement

Dear Al:

I have placed copies of the final agreement and up to date correspondence, which you enclosed with your letter of May 3, in my file. As you requested, I am enclosing bill for services, which is of course subject to your full approval. If you should have any questions please don't hesitate to call me.

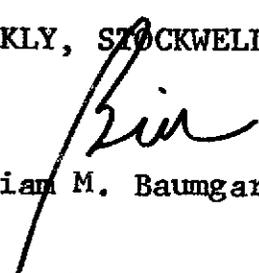
It looks as though Gay and I will be coming up to Maine late in the summer rather than early, perhaps late in August. I shall certainly let you know as our plans firm up.

In a few more weeks things ought to be settled down to the point where I shall have time to get away from the office, and if your Dad wishes I shall be happy to stop in at the shop to talk with him.

Best regards.

Sincerely,

BLEAKLY, STOCKWELL, ZINK & McGEARY

  
William M. Baumgartner, Jr.

WMB:jc  
enc.

LAW OFFICES  
BLEAKLY, STOCKWELL, ZINK & McGEARY  
72 EAST MAIN STREET  
MOORESTOWN, N. J. 08057  
TELEPHONE: 235-3150  
AREA CODE 609

May 27 \_\_\_\_\_ 19 68

Mr. Albert E. Sandecki  
50 Tanner Street  
Haddonfield, New Jersey 08033

RE: Agreement with Penobscot Mining Corporation  
and Callahan Mining Corporation granting  
easement for reconstruction of dam and  
incidental control of brook waters.

FOR PROFESSIONAL SERVICES:

Various telephone conversations with  
Mr. Albert E. Sandecki;  
Review of 2 forms of agreement (the second  
revising the first) submitted by Callahan  
Mining Corporation and review of incidental  
correspondence with Mr. Sandecki and Callahan;  
Incidental correspondence and other services  
including suggested alterations to first form  
of agreement proposed by Callahan..... \$30.00

WMB:jc  
M. 430

50 Tanner Street  
Haddonfield,  
New Jersey 08033  
29 April, 1968

Soil Conservation Service, USDA  
P.O. Box 456  
Ellsworth, Maine 04605

Mr. Albert Dow  
Work Unit Conservationist

Dear Mr. Dow:

Received the enclosed copy of a letter from the Department of Inland Fisheries and Game this morning.

I hope that we can proceed from this point as I have made arrangements with Mr. James F. Steele for his help in the construction of the dam. I will be at Harborside on the 31st of May to straighten out any loose ends and hope to do the actual work in July.

Half of the stock from the nurseries has arrived already (ahead of schedule) I hope to be able to keep it in good shape until I get up.

Received your April Newsletter today and I think I might like to get some nursery stock, can I order this from you or what? I would be interested in the Highbush Cranberry and the Gray Dogwood.

Sincerely,

A. Sandecki

HANCOCK COUNTY SOIL & WATER CONSERVATION DISTRICT

APRIL NEWSLETTER

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YOU ARE INVITED to the second District Annual Meeting to be held this year on Thursday, May 9, at 7 o'clock at the Lamoine Grange Hall at Lamoine Corner. Last year's Annual Meeting, preceded by a memorable baked ham supper, proved to be most successful. Please fill out and return the blank at the bottom of this newsletter right away as reservations must be in by May 2nd. Plan to attend this year.

NOW THAT SPRING is in the air, thoughts of spring planting are uppermost in our minds. Are you one of the cooperators who has ordered wildlife shrubs? They will be arriving from the State Forest Nursery some time this month, and include a limited number of highbush cranberry, silky cornel, autumn olive and gray dogwood. These shrubs, sold to cooperators at minimal cost, provide food and cover for song and game birds.

ARE YOU INTERESTED in fishing in your own back yard? Some cooperators in the county are doing just this. Through cooperation with the Bureau of Sports Fisheries & Wildlife, fingerling trout are provided to cooperators of the District at no cost. Ponds which are artificially constructed, at least one-quarter acre in size, for non-commercial use, and which meet the specifications drawn up by the Soil Conservation Service, qualify for stocking. Applications have been approved for fourteen cooperators who will be receiving their fingerling trout as soon as they arrive from the hatchery in Berlin, N.H.

DID YOU ATTEND last summer's successful pond seminar? The day proved to be a rainy one, but enthusiasm was not one bit dampened. Dave Allen, fish biologist, showed a film to the interested group, and when the rain let up a bit, a tour of some of the ponds in the county was made. Another pond seminar is planned for this summer.

MANY TOWNS HAVE requested soil suitability information through the District. On April 17, John Kief and Chandler Richmond, supervisors of the District, and Albert Dow, work unit conservationist, presented soil suitability findings for the City of Ellsworth at a City Council meeting. These informative maps will be shown at the Annual Meeting.

ALSO ON DISPLAY at the Annual Meeting will be the posters which have been entered in the 4-H Poster Contest, now underway, sponsored by the District.

MINERAL RIGHTS ARE being optioned in some parts of the state, according to the District supervisors who attended a recent Area Meeting in Rockland. Landowners should consider well whether or not the proposed option would forfeit future chance of royalties.

THE SUPERVISORS LOOK forward to seeing you at the Annual Meeting. Please tear off and return the reservation blank before May 2nd.

---

Hancock County SWCD  
Ellsworth, Maine

I (we) will be present at the cooperators' Annual Supper Meeting at the Lamoine Grange Hall at 7 o'clock on Thursday, May 9.

Number of Reservations at \$1.50 each \_\_\_\_\_

Cooperator's Name \_\_\_\_\_



DEPARTMENT OF

**Inland Fisheries and Game**

RONALD T. SPEERS, COMMISSIONER

GEORGE W. BUCKNAM, DEPUTY COMMISSIONER

AUGUSTA, MAINE 04330

April 26, 1968

Mr. Albert E. Sandecki  
50 Tanner St.  
Haddonfield, New Jersey 08033

Dear Mr. Sandecki,

I have received the report from our Fishery Division concerning your proposed dam on your property which is a tributary to Goose Pond in Harborside.

Since this is an intermittent stream and there are no fish populations of consequence at present, no fishway will be required in your proposed dam.

Sincerely yours,

*Ronald T. Speers*

Ronald T. Speers  
Commissioner

*by  
George W. Bucknam*

RTS:fms  
cc: Keith Havey

50 Tanner Street  
Haddonfield,  
New Jersey 08033  
25 April 1968

Warren County Nursery  
Box 153a  
McMinnville,  
Tennessee  
37110

Dear Sirs:

Received shipment 24 April and in good condition. Thank you for your care in packing and the quality of the plants.

Enclosed is a check in the amount of \$ 5.65 as per your invoice dated April 17th.

Thank you again.

Sincerely yours,

Albert E. Sandeck

Ornamental Shrubs  
Forest and Shade Trees  
Evergreens

# INVOICE

We Specialize in  
Lining Out  
Stock

## WARREN COUNTY NURSERY WHOLESALE NURSEYMEN

Route 2 - Box 153A - Phone 668-8941 or 668-8946 (Night or Day)  
McMinnville, Tennessee

SOLD TO Albert E. Sandecki DATE May 15, 1968  
50 Tanner St.  
ADDRESS Haddonfield, N.J. 08033 SHIP TO \_\_\_\_\_  
Terms Via Parcel Post When May 14th.

Terms—cash or satisfactory references before shipment. 5% discount for cash with order. 2% discount within 10 days to established nurserymen who are known or can give satisfactory reference. All accounts due 30 days from date of invoice. 6% charged on all accounts past due.

Quantity	Variety	Grade	Price	Amount
100	Rose Multiflora	12/18" S or larger		
100	Lonicera Bush honeysuckle	6/12" C		
25	Chenaulti	12/18" Br.		
	Postage on shipment		3 bales	2.65
				2.40
				2.85
THANKS				\$7.90

All shipments travel at risk and cost of purchaser. No claims will be considered unless made in writing within 10 days from receipt of shipment.

ORDER ACKNOWLEDGEMENT  
(NOT AN INVOICE)

FLOWERING SHRUBS,  
ORNAMENTAL AND  
SHADE TREES,  
TREE SEEDLINGS,  
HEDGE PLANTS, VINES,  
GROUND COVERS,  
FRUIT TREES

LINING OUT STOCK  
A SPECIALTY

**WARREN COUNTY NURSERY**  
**WHOLESALE NURSERYMEN**

Route 2-Box 153A-Phone MO 8-8941 or MO 8-8946  
(Night or Day)

McMINNVILLE, TENNESSEE

Date May 13, 1968

SOLD TO Albert E. Sandecki SHIP TO \_\_\_\_\_  
50 Tanner St.  
ADDRESS Haddonfield, N.J. 08033 ADDRESS \_\_\_\_\_

Terms Replacement <sup>IN</sup> Parcel Post <sup>When</sup> At Once CITY \_\_\_\_\_ STATE \_\_\_\_\_

**CONDITIONS OF SALE**—Orders are accepted subject to crop failures, damage in storage, frost injury or any natural cause beyond our control and we reserve the right to refund all or any part when such occurs. We are careful to keep varieties true to name as labeled and will replace upon proper proof any that may prove otherwise or refund the original purchase price but it is mutually agreed that we shall not be held liable for more than this amount.

QUANTITY	VARIETY	GRADE	PRICE	AMOUNT
100	Rosa Multiflora 12/18" S or larger		Replacement	No Charge
100	Lonic era, Bush Honeysuckle 6/12"C			
25	Chenaulti 12/18" Br.			
THANKS				

ALL SHIPMENTS TRAVEL AT RISK AND COST OF PURCHASER UNLESS  
CHANGED BY MUTUAL AGREEMENT.

PRESIDENT

IRENE B. WOMACK, SECT. & TREAS.

EQ. OF PORTER SALES AND OFFICE



# FOREST NURSERY CO.

CHARLES KEEL, SUPT.

ESTABLISHED 1887  
BY J. H. BOYD  
J. R. BOYD, PRESIDENT  
1929-1969

• Forest and Shade Trees • Ornamental Shrubs • Evergreens and Azaleas

• GROWERS AND WHOLESALE DEALERS • LONG DISTANCE PHONE AREA CODE 615, 473-2133

P. O. BOX 311, McMinnville, TENN. 37111

SHIPPED TO:

24544

SOLD TO

ALBERT E. SANDECKI  
50 TANNER STREET  
HADDONFIELD, NEW JERSEY 08033

NOTICE: ALL SHIPMENTS TRAVEL AT RISK AND COST OF PURCHASER. NO CLAIMS WILL BE CONSIDERED UNLESS MADE IN WRITING WITHIN 10 DAYS FROM RECEIPT OF SHIPMENT. BOXING AND BALING ADDITIONAL AT COST, OR F. O. B. CARS OR TRUCKS IN BULK. FREE PACKING WHEN CASH ACCOMPANIES ORDER. WE GIVE NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY NURSERY STOCK, SEEDS, BULBS OR PLANTS WE SELL.

INVOICE DATE 5/7/68	DATE ENTERED 3-7-68	WHEN TO SHIP Arrival no later than the week of May 20	VIA Best Way Parcel Post Coll	CUST. ORDER NO.	TERMS Cash
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QTY. ORD.	QTY. SHP'D	VARIETY	GRADE	ACKNOWLEDGED PRICE UNIT	PRICE TOTAL	AMT. YOU PAY
30	30	Cornus Amomum	3/4' S.	2.00/10	6.00	

Parcel Post  
3 2 10

SORRY, DO NOT KNOW WHERE YOU MIGHT LOCATE HIGHBUSH CRANBERRY.

50 Tanner Street  
Haddonfield,  
New Jersey 08033  
10 May 1968

Warren County Nursery  
Box 153 A  
Mc Minnville,  
Tennessee  
37110

Dear Sirs:

The stock received from you is all growing quite well with the exception of the following:

100 Rosa Multiflora 12/18" S

100 Lonicera Tat. Rosea 6/12" o

1/2 of the 25 Symphoricarpos Chenaulti 12/18" Br.

I had planted them on the 25th of April and with the exception of half of the Symphoricarpos Chenaulti these plants show no new growth, are they just late starters or will I have to try for a fall planting to replace them?

I am thoroughly pleased with all else you have sent to me and will purchase other plants in the future. I wanted to know if there was a possibility of reordering the above mentioned plants in time yet for a spring planting by the end of this month?

Sincerely,

Albert E. Sandecki

Ornamental Shrubs  
Forest and Shade Trees  
Evergreens

# INVOICE

We Specialize in  
Lining Out  
Stock

## WARREN COUNTY NURSERY WHOLESALE NURSERYMEN

Route 2 - Box 153A - Phone 668-8941 or 668-8946 (Night or Day)  
McMinnville, Tennessee

SOLD TO Albert E. Sandecki DATE April 17, 1968  
50 Tanner St.  
ADDRESS Haddonfield, N.J. 08033 SHIP TO \_\_\_\_\_  
Terms Cash sale Via Parcel Post When April 16th.

Terms—cash or satisfactory references before shipment. 5% discount for cash with order. 2% discount within 10 days to established nurserymen who are known or can give satisfactory reference. All accounts due 30 days from date of invoice. 6% charged on all accounts past due.

Quantity	Variety	Grade	Price	Amount
30	Cornus Stolonifera	12/18" Br.		
200	Lespedeza Bicolor	12/18" S		
100	Lonicera Tat. Rosea	6/12" c		
100	Rosa Multiflora	12/18" S		
25	Symphoricarpos	Chenaulti 12/18" Br.		
		Postage on shipment	3 bales	3.35 2.30
				\$5.65

THANKS

All shipments travel at risk and cost of purchaser. No claims will be considered unless made in writing within 10 days from receipt of shipment.

50 Tanner Street  
Haddonfield,  
New Jersey 08033  
15 April 1968

Soil Conservation Service, UBDA  
P.O. Box 456  
Ellsworth,  
Maine 04605

Mr. Albert Dow  
Work Unit Conservationist

Dear Mr. Dow:

Enclosed is a copy of the agreement that I have signed with the Callahan and Penobscot Mining Corporations. I hope this is all that you will need to go ahead and furnish me with some suggested plans for the dam.

I would like you to consider the original intention of the project, the reconstruction of the old existing dam, in hopes that the dikes that now are there are in good shape and the main effort would be to build a sturdy dam.

If the dikes prove to be in poor shape I would like to ask you to consider the solid earthen dam, with trickle tube and the digging out of the pond bed to remove the silt and have a dug pond instead of one that would be a damed body of water.

Thanks for the information on the liability question, and I hope you had a good Easter holiday.

Sincerely,

A. Sandeck1

CALLAHAN MINING CORPORATION

277 PARK AVENUE - NEW YORK, N.Y. 10017  
TELEPHONE: (212) 826-2950

April 11, 1968

Mr. Albert E. Sandecki  
50 Tanner Street  
Haddonfield, New Jersey 08033

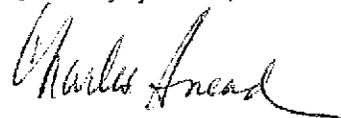
Dear Mr. Sandecki:

Thank you for your letter of April 8, 1968 wherein you returned the three signed copies of the agreement for reconstruction of the dam and flooding of a portion of our property. I have today forwarded these agreements on to Penobscot Mining Corporation for signature.

Rather than await their return from Toronto, I am enclosing herewith a Xerox copy of the agreement showing your signatures and those of CALLAHAN, which I trust will suffice for Mr. Dow's purposes. I will forward a fully executed copy of this agreement after it is signed by PENOBSCOT.

As I mentioned on the telephone, we are only concerned with the extent to which our property is being flooded by your proposed activities. I believe that Section I adequately covers this point and suggest that your activities in excavating the pond bed to achieve a desirable depth for the pond would fall within the terms of Paragraph 4 as a matter relating to maintenance and control of the waters. We have no objection to your performing some excavation and necessary cleaning of the pond bottom, but also understand that it is not your intention to remove more than 2 feet or 3 feet by these activities. Please be assured that we will be reasonable in this matter.

Very truly yours,



Charles D. Snead, Jr.  
Secretary and Counsel

CDS, Jr. :RW  
Enc.

LAW OFFICES  
BLEAKLY, STOCKWELL, ZINK & McGEARY  
72 E. MAIN STREET  
MOORESTOWN, N. J. 08057

JAMES D. STOCKWELL  
WILLIAM S. ZINK  
CHARLES A. McGEARY  
JOHN A. FRATTO  
LEWIS C. FARSETTA  
WILLIAM F. BROWN  
WILLIAM M. BAUMGARTNER, JR.  
CHARLES A. LITTLE

TELEPHONE 235-3150  
AREA CODE 609

BLEAKLY & STOCKWELL  
ESTABLISHED 1901  
HAMMONTON OFFICE  
209 BELLEVUE AVENUE  
CAMDEN OFFICE  
317 MARKET STREET

April 9, 1968

Mr. Albert E. Sandeck,  
50 Tanner Street,  
Haddonfield, N.J. 08033.

Dear Al:

I received the carbon copy of your letter to Calahan dated April 8, 1968, and photocopy of memorandum from Albert L. Dow of the Soil Conservation Service.

While I do not know the law of the State of Maine on the subject of liability of owner or occupant for injury of trespasser on his land, nevertheless I am aware that the law in New Jersey, as well as a great many other states, creates a problem in the case of children. Generally speaking, where a child is attracted on to land by some feature or facility which then causes or contributes to his injury, the courts have held that the child was lured on to the land by an "attractive nuisance", and therefore the child was not trespassing but was in effect invited on to the land. However, home owner's insurance covers all such situations, and therefore it is a good idea to have full coverage.

As soon as I get settled after returning from my honeymoon I shall give your Dad a call. By the way, you might check with Calahan after the easements are all signed and find out if they have recorded the original. If not, you might want to get your copy recorded (assuming it is fully signed) when you go up to Maine. Recording the easement does not give you any additional rights as to Calahan and Penobscot, but puts "the world" on notice, so to speak, so that no one else can later claim that he has suffered by not knowing of your rights -- i.e. a buyer of the land from Calahan or Penobscot, etc.

Sincerely yours,

  
WILLIAM M. BAUMGARTNER, JR.

50 Tanner Street  
Haddonfield,  
New Jersey 08033  
April 8, 1968

Soil Conservation Service USDA  
P.O. Box # 456  
Ellsworth, Maine 04605

Mr. Albert Dow  
Work Unit Conservationist

Dear Mr. Dow:

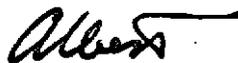
Thank you for your letter of the 5th of April in regard to Liability.

My wife and I have just signed the "Agreement" with the Callahan and Penobscot Mining Corporations. It will be in the mail this afternoon. As soon as the Callahan and Penobscot firms affix their signatures and the agreement is returned to us I will send you a copy, as requested.

At that time I would like to make some suggestions as to my ideas on this pond, then let you take it from there as far as the design of the dam is concerned and any other suggestions that you might have.

Thank you for taking the time to contact a law firm in Maine and the information you gathered.

Sincerely,



A. Sandecki

50 Tanner Street  
Haddonfield,  
New Jersey 08033  
8 April 1968

Horace R. Coe & Company, Inc.  
320 Walnut Street  
Philadelphia,  
Pa. 19106

Mr. Kenneth P. Nelson;  
Vice President

Dear Ken:

Enclosed is the agreement I spoke to you about a while back in regard to a (small) farm pond that I intend to construct up in Maine. Along with this is a copy of a letter from the Soil Conservation Service advising me about liability.

Could you please look this over and give me your evaluation? Needless to say I do not want to get involved with any unnecessary expenses (dont we all), at the same time I do not want to be exposed to financial ruin if something did happen.

I will await your considered opinion and advise.

Sincerely,

A. Sandeckl

RE: Policy # H-2853418      American Ins. Co.

Is the above policy up to date and in order for both the Boat, Seasonal Dwelling and the one family dwg rented to Callahan Mining?

50 Tanner Street  
Haddonfield,  
New Jersey 08033  
8 April 1968

Callahan Mining Corporation  
277 Park Avenue  
New York,  
New York 10017

Mr. Charles D. Snead, Jr.  
Attorney at Law

Dear Mr. Snead:

I am returning the three copies of the agreement for the reconstruction of the dam which exists between our properties at Harborside, Maine.

My wife and I have signed the agreements as you requested and I would like to ask that you send one to us with the proper signatures for our records.

In reference to Section 1 on the second page of the agreement I see that you have the maximum elevation listed. Am I correct in assuming that this will allow me to excavate the pond bed in order to achieve what I consider to be a desirable depth for the pond? I would like to hear from you on this and if this is true, I would like to thank you beforehand for your thoughtful consideration and flexible attitude towards my project.

I hope that if I do decide to dig out the lower area of the pond this will meet with your firm's approval and the Penobscot Mining Corporation's.

Thank you again for your consideration.

Sincerely yours,

Albert E. Sandecki

P.S.

I need that copy of the agreement so that I might make a duplicate and send it to Mr. Al Dow of the Soil Conservation Service, as he had originally requested this agreement.

Thank you.

50 Tanner Street  
Haddonfield,  
New Jersey 08033  
8 April 1968

Department of Inland Fisheries and Game  
Field Game Office  
Water Street  
Mechanic,  
Maine 04654

Mr. Phil Andrews  
Asst. Fishery Biologist

Dear Mr. Andrews:

I wrote to your department last January 6th in regard to my intentions to reconstruct a dam at Harborside on Cape Rosier in Hancock County, Maine.

Your letter to me of January 22nd asked for a note from me to tell you when the intermittent stream would be open enough for your observation.

I have just received word from my neighbor Mr. Brainard L. Farnham who owns the property next to mine, that the stream is now free of ice and snow. At your convenience I would like to request that you inspect the stream. The location is as follows: Castine quadrangle of the C. and G. Topo Map and is at  $44^{\circ} 21' 09''$  latitude and  $68^{\circ} 48' 42''$  longitude. If you have any difficulty in locating the site my neighbor, Mr. Farnham can show you the spot (big yellow house near Goose Pond)

As you know the S.C.S. is advising me on this project and your department's approval is required. I will await your decision.

Thank you.

Sincerely,

Albert E. Sandeck

Address to: 50 Tanner Street  
Haddonfield,  
New Jersey  
08033

UNITED STATES GOVERNMENT

*Memorandum*U. S. DEPARTMENT OF AGRICULTURE  
SOIL CONSERVATION SERVICE

TO : Mr. Albert Sandecki  
50 Tanner Street  
Haddonfield, New Jersey 08033

5 April 1968

FROM : Albert L. Dow, Work Unit Conservationist  
Soil Conservation Service, USDA  
Ellsworth, Maine 04605

SUBJECT: Liability

This letter is in answer to your inquiry about liability of your farm pond. I've contacted a law firm here. I was told by that firm that if someone is trespassing onto your land and falls in your pond, it's his hard luck. An invited person on your land could hold you liable, as I understand it. However, you would be liable for any hazard that was not obvious, for example a loose plank on a bridge that someone might fall through.

No law regarding fencing ponds has ever been hinted to me. About the only ponds that are ever fenced are those where domestic livestock could otherwise use the pond and thereby break the banks down and pollute the water.

The lawyer said that if you have homeowner's insurance, it would probably cover such things as a pond accident up to a certain amount anyway.

A quote from the JOURNAL OF FORESTRY, November 1964 issue, states that Maine was among 8 states that had "enacted laws to relieve landowners of liability for accidents on premises used for recreational purposes." The article stated too that no court cases at that time had tested these and that the laws didn't "relieve landowner of liability for willful or malicious failure to guard or warn against a dangerous condition."

*Albert L. Dow*

# CALLAHAN MINING CORPORATION

277 PARK AVENUE · NEW YORK, N.Y. 10017  
TELEPHONE: (212) 826-2950

April 4, 1968

OFFICE OF THE SECRETARY

Mr. Albert E. Sandecki  
50 Tanner Street  
Haddonfield, New Jersey 08033

Dear Mr. Sandecki:

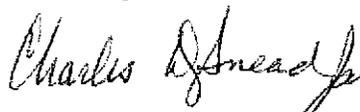
Enclosed are three copies of the agreement for reconstructing the dam and flooding a portion of the land now held by us under lease from Penobscot Mining Corporation. I believe the changes which we discussed on the telephone have been incorporated.

If you find the agreement satisfactory, it should be executed by you and your wife before a notary public. You should sign on page 4 and the notary should complete the bottom acknowledgement on page 5. Please return all copies to my attention so that we can arrange for execution by Penobscot Mining Corporation and ourselves.

I will, in the interim, obtain the book and page information, on the deed from Dyer to Penobscot referred to on page 1 so that this can be inserted in the copies as signed.

If you have any further questions on this agreement, please give me a call.

Sincerely,



Charles D. Snead, Jr.

CDSJr:cah  
Enclosures

50 Tanner Street  
Haddonfield,  
New Jersey 08033  
March 31, 1968

Soil Conservation Service, USDA  
P.O. Box # 456  
Ellsworth, Maine 04605

Mr. Albert Dow  
W.U.C.

Dear Mr. Dow:

Mr. Snead attorney for the Callahan Corporation and I have been working on the formwl agreement that you requested prior to your designing the dam on the back of my property in Harborside.

It seems that liability is a rather important factor on the advice of my attorney here in New Jersey as well as the insurance company that holds coverage of ours need to know if community or state laws in Maine apply to open farm or wildlife ponds havegard to liability?

I wrote to the USDA for their Bulletin PA- 396 in regard to pond safety. On the second page of the folder it states:

"Find out what your community or state laws say about your liability in case of accident or death. You may need to protect yourself with insurance."

While in Maine last summer I looked into this at the town clerks office, she gave me a book on the ordinances that the town of Brooksville uses but I was unable to find any law in regard to liability. I doubt that there is any local ordinance in regard to this. Is there a state or county one?

Also I was wondering if there is any local, state or county law in regard to the fencing of wildlife ponds? These are points that the Callahan attorneys have brought up and I would appreciate it if you could tell me of any that I may have to comply with.

It seems to me that any sort of fencing of a wildlife pond would tend to restrict the access to the pond put there for the benefit of wildlife.

I would like to hear from you soon on these points as the agreement is about to be finalized between Callahan Mining and me and these things have come up. I'll send you a zerox copy of the final agreement as soon as it is completed.

Sincerely,

Albert Sandeck

50 Tanner Street  
Haddonfield,  
New Jersey 08033  
March 30, 1968

Bleakley Stockwell & Zink  
72 East Main Street  
Moorestown, New Jersey

Mr. William M. Baumgartner  
Attorney

Dear Bill:

Enclosed is both the old and the new agreement drawn up by Mr. Snead attorney for Callahan Mining. I would appreciate your looking it over and at your convenience give me your assessment.

I believe after talking with Mr. Snead last week, that the firm in his words, "are willing to let me do pretty much as you please." Liability seems to be their main concern. I have penciled in a question at the end of Section 5, does this matter?

In section 6 do you think that the part that penciled in on *SEC 5* of the old agreement is a must? If you do please type in your additions on this point. I do not want to antagonize Mr. Snead nor do I want to be let open to a legal suit. In the mean time I will write to Albert Dow of the Soil Conservation Service and ask if there are any local or state laws on liability in case of accident or death in open unprotected wildlife ponds. To my knowledge there are no ordinances locally, although I am not ruling out the possibility that the Selectmen of Brooksville may be inclined to say something. I am willing to take that risk.

Under section 1 (a) concerning water depth-- I may if it is a practical measure, decide to excavate the pond bed for a three foot water level rather than raise the water. This is dependent on the results of a survey by the S.C.S. as to the ~~state~~ of the existant dykes. In other words if the dykes are in poor shape, a dug pond would be a safer and more controlable body of water. Also along this line I may in the future decide to deepen the pond to a level more suitable for fish at a later date. This was a point brought up by the S.C.S. Therefore, I would not want to be restricted to depth of water, but would not want to raise the water level above the 3 foot height at the dam.

Well these are some points I thought I should make known to you. I was thinking of writing to Mr. Snead in regard to these points would you think this to be a good idea? In fact he asked me to call him in regard to this new agreement on Monday the 1st of April, so if you can I would like to hear from you today some time before 3pm as I said that I would call him before he left his office at 4pm.

Would you think it proper to include in the preamble of this agreement a statement as to the intended use of this pond? such as *INCLUDED MR. SNEAD* Grantees intended use of this reconstructed dam and pond area is to provide an attractive, improved, wildlife habitat with the *APPROVA* permission of the Callahan Mining Corporation ~~Callahan Mining Corporation~~ and under the guidance of the Hancock County Soil Conservation Service.

Or is that exsesive??

Sincerely, Albert

50 Tanner Street  
Haddonfield,  
New Jersey 08033  
March 15, 1968

Callahan Mining Corporation  
277 Park Avenue  
New York, New York 10017

Mr. Charles D. Snead, Jr.  
Attorney

Dear Mr. Snead:

Enclosed is the agreement which you sent and the changes and additions I would like to request.

My reasons for the voiding of Section 2 are obvious.

I have been advised of the legal requirements for this project by the U.S. Department of Agriculture's Soil Conservation Service and the Hancock County Extension Service of the University of Maine. I have contacted the Inland Fisheries and Game agent at the request of the S.C.S. for the approval of damming this intermittent stream. This Department has jurisdiction over all streams that empty into tidal waters their approval is required by law.

As of January 22nd Mr. Phil Andrews of the Inland Fisheries and Game has given his tentative approval of the project and final inspection of the stream site will be in May after ice out.

If you will not delete this section 2 I will be happy to consult with the S.C.S. and the Dept. of Inland Fisheries prior to requesting permission of the selectmen of the town of Brooksville. Personally I do not think it is applicable.

Enclosed is a copy of the plan I have developed with the S.C.S. in the development of a wildlife habitat, the pond is a very desirable addition to this project. I would appreciate it if you would be able to expedite this formal agreement.

If this becomes more involved than it has to date I should like to have a copy of the lease between your firm and the Penobscot Mining Corporation prior to making this agreement, on the advice of my attorney here in New Jersey.

I am curious does the Penobscot Mining Corporation own just this portion of your property or all of the land with the exception of the pond area? Sounds to me as though nobody knows who the hell owns what up there, or where the boundaries are.

I just want to build a pond for wildlife not a hydro electric project.

Sincerely,

Albert Sandeck

cc: CMF

50 Tanner Street  
Haddonfield,  
New Jersey 08033  
March 14, 1968

Bleakley, Stockwell & Zink  
72 East Main Street  
Moorestown, New Jersey

Mr. William M. Baumgartner  
Attorney

Dear Bill:

I have decided to send you this "Agreement" as I am snowed under with work here at the shop.

Outlined below are the points that concern me:

Second page. Section 1. (a) of constructing a dam etc..

I will be reconstructing this dam, should not this word be used rather than constructing which to me represents a new structure. My reason for this is that the Maine Department of Sea and Shore Fisheries are a bit more inclined to permit a reconstruction of an existing structure than granting permission to build new dams. More or less a way of letting them know that there had been such a structure in existence prior to my project.

Section 2. written approval of the Selectmen.

I do not see any reason to involve the town of Brooksville in my project. The Maine Department of Sea & Shore Fisheries has jurisdiction over streams that empty into tidal waters, their approval is required by law. The Department has been notified of my intentions and the inspection will be given in May (at the time of ice out) and tentative approval has been given as of January of this year. Formal approval should be given after the inspectors visit in May.

As I interpret this "IF" the Town of Brooksville does grant me permission, my efforts of providing land improvement and the development of a better wildlife environment will be denied at their whim. (In other words if I raise hell with their buddies Callahan Mining the town has the means of pressuring me.) All of my time effort and money would be a loss if after reconstructing this dam the Town withdraws their approval.

Bill, as you know by now things do get very petty on Cape Rosier. I feel that this section should be voided.

Section 4. if fencing of the flooded area is required.

With no zoning or ordinances to my knowledge in Brooksville in regard to fencing of ponds who would require me to fence this area. I have never seen a fenced in pond in Maine.

Section 5. Grantees assume all liability and shall save Penobscot and Callahan Harmless etc.. I think you wanted to add something to this as I remember// ?? (cont)

Re: Letter. If the Callahan Corporation holds this property in question under a lease with the Penobscot Mining Corp. Should I or could I request a copy of the lease, prior to making this agreement??? Or is it none of my business?

Well that's about it any other suggestions please feel free to make them and do not spare the red pencil as Mr. Snead did not in the lease we made for his approval in regard to the house.

Needless to say like everybody else I'm in a hurry but take your time I do not want to be caught in anything troublesome.

If it is alright with you I would like to answer Snead in this matter unless you think it may slow things up.

Sincerely,

Albert Sandeckl

CALLAHAN MINING CORPORATION

277 PARK AVENUE · NEW YORK, N.Y. 10017  
TELEPHONE: (212) 826-2950

March 12, 1968

OFFICE OF THE SECRETARY

Mr. Albert Sandecki  
50 Tanner Street  
Haddonfield, New Jersey 08033

Dear Mr. Sandecki:

In accordance with your discussion with Messrs. Malcolm and Young, I have prepared a form of agreement granting to you and your wife the right, privilege and easement of constructing a dam and impounding the waters of the brook which separates Callahan's property and your property at Harborside.

This agreement has become somewhat more complicated than anticipated because Callahan holds the property in question under lease and Penobscot Mining Corporation is the actual owner of the property. The damming and flooding contemplated by you will affect not only Callahan's interest under its lease but Penobscot's basic interest as owner of the property. I assume that you will want the pond created by the dam to continue even if Callahan's lease is at some later date terminated and it, therefore, will be necessary to obtain the approval of Penobscot Mining Corporation.

I cannot at this point assure you that they will agree but I will write to them outlining your proposals and will request their concurrence. In the interim, please let me know whether the enclosed agreement meets with your approval. If so, I will forward copies to you for signature if Penobscot has no objection.

Sincerely,

  
Charles D. Snead, Jr.

CDSJr:cah  
Enclosure

CALLAHAN MINING CORPORATION

277 PARK AVENUE - NEW YORK, N.Y. 10017  
TELEPHONE: (212) 826-2950

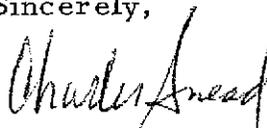
February 29, 1968

Mr. Albert E. Sandecki  
50 Tanner Street  
Haddonfield, New Jersey 08033

Dear Mr. Sandecki:

I have been away since the middle of the month and was fully occupied prior to my departure with an acquisition just completed on the west coast. I have not had an opportunity to prepare the agreement with respect to reconstruction of the dam which exists between our properties. I will give this matter my attention within the next several days.

Sincerely,



Charles D. Snead, Jr.

CDSJr:cah

50 Tanner Street  
Haddonfield,  
New Jersey 08033  
February 21, 1968

Callahan Mining Corporation  
277 Park Avenue  
New York,  
New York 10017

Mr. Charles D. Snead, Jr.  
Attorney

Dear Mr. Snead:

The Soil Conservation Service requires a formal agreement in regard to flowage rights and permission to reconstruct the Southeasterly end of the old dam on Callahan property.

Enclosed is a copy of the letter referring to this request made originally 41 days ago at the request of Mr. Jack Malcolm.

As it takes time to coordinate plans for the reconstruction of the dam, I would like to inform the S.C.S. of your intentions, as they will not design this dam until they receive written legal documentation of the above mentioned rights.

Sincerely,

Albert E. Sandeckl

50 Tanner Street  
Haddonfield,  
New Jersey 08033  
February 5, 1968

Soil Conservation Service, USDA  
Ellsworth, Maine 04605

Mr. Albert Dow  
Work Unit Conservationist

I have written to the nurseries you suggested and received a reply from the Forest Nursery Company, Ind. and was happy to see the reasonable prices. I got carried away with a plan for the back area of my property (enclosed) I would appreciate it if you would look it over and give me any comments or criticisms (too much or not enough ?)

The little squares interspersed around the yard will be platforms for the old farm machinery I will be collecting as time goes on. I love the old machines and hate to see them just left to rust out in the fields.

Also enclosed are some accurate measurements of the pond area I used a tape measure and felt that it might help you to see the way I'm thinking and may assist you in the design of the dam. I have not yet received an agreement from Callahan in regard to the right to do this (I'll let you know as soon as I do.) Enclosed is a copy of the letter I received from the Inland Fisheries and Game. In regard to this I won't be able to get to Harborside much before the end of May will this hold you up? Do you think it would be possible to just write to them and ask for their inspection as soon as I hear that the ice is out of the brook? In other words I don't have to be there while they are inspecting. Also took some polaroid pictures of the existing dam for your reference.

Enclosed is Callahan's reply to my letter of January 12th I sent you a copy of it. I am curious to know if anyone from Callahan had contacted you for advice or the County foresters address? I'm interested in this point could you let me know.

I have ~~not~~ heard a word from the TAP I have written to Mr. Foster about this fund for reclamation. -- I can't help but feel that I might have put somebody on the spot.

Well, that's about all please do not feel that the enclosed material in regard to the dam and field is firm in my thinking, I just wanted you to know my direction. Any advice on your part would be considered helpful.

I have written to get some other addresses for nurseries that handle wildlife cover. The SCS here in New Jersey supplied me with the list on the other page I thought you might be interested.

LIST OF NURSERIES FROM N.J. SCS

✓ PINE GROVE NURSERY RD #3 CLEARFIELD, PENN. 16880  
✓ TATE & DYKES NURSERIES Mc MINNVILLE, TENN. 37110  
PIKES PEAK NURSERIES P.O. BOX 670 INDIANA, PENN. 15701  
✓ WARREN NURSERY CO. Mc MINNVILLE, TENN. 37110  
✓ FOREST NURSERY CO. Mc MINNVILLE TENN. 37110  
MELLINGER'S INC. NORTH LIMA, OHIO 44452  
PLUMFIELD NURSERIES INC. FREMONT, NEBRASKA 68025 (1000 rate only)  
✓ MUSSER FORESTS INC. INDIANA, PENN. 15701  
BOYD'S NURSERY CO Mc MINNVILLE, TENN. 37110

Bicolor Lespedeza 1 yr. plant 4.00/ 100 WARREN NURSERY

Multiflora Rose 12-18" 4.00/ 100 48.00/ 1000 from all except Plumfie

To:

Mr Albert E. Sandeck

HORACE R. COE & CO., INC.  
320 Walnut Street  
Philadelphia, Pa. 19106

Phones

Attention:

Pa. WA 5-6033

N.J. 963-3179

Re:

Ohio Casualty Ins Co

File #

0CH261 0705 Date 12/6/68

To set your mind at ease with respect to the points raised in your letter of November 18, 1968 I am enclosing copy of the coverage form which is part of the policy on which I have lined in red the pertinent clauses. Pools or ponds would be considered part of "premises" and as such would be covered by the policy.

I trust this answers your questions but welcome any further inquiry if it is not clear.

Signed

L. J. Dunlap



**RESIDENCE CONTENTS — BROAD FORM  
PROVISIONS APPLICABLE TO SECTION I**

**MIC-4  
(Ed. 6-63)  
Eastern**

**DESCRIPTION OF PROPERTY AND INTERESTS COVERED**

**COVERAGE C — UNSCHEDULED PERSONAL PROPERTY.**

**1. On premises:** This policy covers unscheduled personal property usual or incidental to the occupancy of the premises as a dwelling, owned, worn or used by an Insured, while on the premises, or at the option of the Named Insured, owned by others while on the portion of the premises occupied exclusively by the Insured.

This coverage does not include: animals, birds, automobiles, vehicles licensed for road use and aircraft; the property of roomers or boarders not related to the Insured; articles carried or held as samples or for sale or for delivery after sale or for rental to others; and property which is separately described and specifically insured in whole or in part by this or any other insurance.

**2. Away from premises:** This policy also covers unscheduled personal property as described and limited, while elsewhere than on the premises, anywhere in the world, owned, worn or used by an Insured, or at the option of the Named Insured, owned by a guest while in a temporary residence of, and occupied by an Insured or owned by a residence employee while actually engaged in the service of an Insured and while such property is in the physical custody of such residence employee or in a residence temporarily occupied by an Insured. Property pertaining to a business is not covered.

The limit of this Company's liability for such property while away from premises shall be an additional amount of insurance equal to 10% of the amount specified for Coverage C, but in no event less than \$1,000.

**COVERAGE D — ADDITIONAL LIVING EXPENSE.**

This policy covers the necessary increase in living expense resulting from loss by a peril insured against to the property covered hereunder or to the building containing such property and incurred by the Named Insured to continue as nearly as practicable the normal standard of living of the Named Insured's household for the applicable period described in (a) or (b) below:

(a) The time required, with the exercise of due diligence and dispatch, to repair or replace such damaged or destroyed property;

(b) The time required for the Named Insured's household to become settled in permanent quarters.

This coverage includes the fair rental value of the described dwelling and appurtenant private structures with respect to any portion thereof rented or held for rental by an Insured and, as furnished by the owner, for the period of time required with the exercise of due diligence and dispatch to restore same to tenable condition, less such charges and expenses as do not continue.

The periods described above shall not be limited by the expiration of this policy.

This Company shall also be liable under Coverage D for the period of time, not exceeding two weeks, while access to the premises is prohibited by order of civil authority, but only when such order is given as a direct result of damage to neighboring premises by a peril insured against.

If the Insured is not owner of the described premises, this Company shall not be liable under Coverage D for expense due to cancellation of any lease, or any written or oral agreement.

**PERILS INSURED AGAINST**

This policy insures under Section I against direct loss to the property covered (and additional living expense resulting from such loss or loss to the building containing the property covered) by the following perils as defined and limited herein:

**1. Fire and lightning.**

**2. Removal,** meaning loss by removal of the property covered hereunder from premises endangered by the perils insured against, including coverage pro rata for 30 days at each proper place to which such property shall necessarily be removed for preservation from or for repair of damage caused by the perils insured against.

**3. Windstorm or hail,** excluding:

(a) loss caused directly or indirectly by frost or cold weather or ice (other than hail), snowstorm or sleet, all whether driven by wind or not;

(b) loss to the interior of the building(s) or the property covered therein caused by rain, snow, sand or dust, all whether driven by wind or not, unless the building(s) covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct force of wind or hail and then this Company shall be liable for loss to the interior of the building(s) or the property covered therein as may be caused by rain, snow, sand or dust, entering the building(s) through openings in the roof or walls made by direct action of wind or hail.

**4. Explosion.**

**5. Sudden and accidental tearing asunder, cracking, burning or bulging of a steam or hot water heating system,** except appliances for heating water for domestic consumption, and excluding loss

resulting from freezing while the described building(s) is vacant or unoccupied, unless the Insured shall have exercised due diligence with respect to maintaining heat in the building(s), or unless the plumbing and heating system and domestic appliances had been drained and the water supply shut off during such vacancy or unoccupancy.

**6. Riot, riot attending a strike, and civil commotion,** including direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion.

**7. Aircraft.**

**8. Vehicles.**

**9. Sudden and accidental damage from smoke,** other than smoke from agricultural smudging or industrial operations.

**10. Vandalism and malicious mischief,** meaning only the wilful and malicious damage to or destruction of the property covered, but excluding as respects this peril loss if the described building had been vacant beyond a period of 30 consecutive days immediately preceding the loss.

**11. Theft,** meaning any act of stealing or attempt thereof and, as to Coverage C (on premises), including theft of property covered from within any bank, trust or safe deposit company, public warehouse, or occupied dwelling not owned or occupied by or rented to an Insured, in which the property covered has been placed for safekeeping.

Upon knowledge of loss under this peril or of an occurrence which may give rise to a claim for such loss, the Insured shall give notice as soon as practicable to this Company or any of its authorized agents and also to the police.

(OVER)

**General Exclusions applicable to theft:** This policy does not apply as respects this peril to loss: (a) if committed by an Insured; or (b) in or to a dwelling under construction or of materials or supplies therefor until completed and ready for occupancy.

**Exclusions applicable while the described dwelling is rented to others:** While the portion of the described dwelling customarily occupied exclusively by an Insured is rented to others, this policy does not apply as respects this peril to loss from the described dwelling: (a) of money, numismatic property and bank notes; (b) of accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets, securities, and stamps including philatelic property; and (c) of jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, or articles of gold or platinum; or (d) caused by a tenant of such portion of the described dwelling or any of his employees or members of his household.

**Exclusions applicable to property away from described premises:** This policy does not apply as respects this peril to loss away from the premises of: (a) property while in any dwelling or premises thereof, owned, rented or occupied by an Insured, except while an Insured is temporarily residing therein; (b) property while unattended in or on any automobile, motorcycle or trailer, other than a public conveyance, unless the loss is the result of forcible entry either into such vehicle while all doors and windows thereof are closed and locked or into a fully enclosed and locked luggage compartment, of which entry there are visible marks upon the exterior of said vehicle.

**12. Falling objects,** but excluding loss to (a) the interior of the building(s) or the property covered therein, caused by falling objects unless the building(s) covered or containing the property covered shall first sustain an actual damage to the exterior of the roof or walls by the falling object; (b) outdoor equipment, cloth awnings, fences, all except as the direct result of the collapse of a building.

**13. Weight of ice, snow or sleet** which results in physical injury to the building(s) covered or containing the property covered, but excluding loss to (a) outdoor equipment, cloth awnings, fences, all except as the direct result of the collapse of a building; (b) fences, pavements, patios, swimming pools, foundations, retaining walls, bulkheads, piers, wharves or docks when such loss is caused by freezing, thawing, or by the pressure

**1. Improvements, alterations and additions — Applicable only if the Insured is not owner of the premises:** This policy also covers improvements, alterations or additions made by the Named Insured to the premises for an amount not exceeding 10% of the limit of liability applicable to Coverage C.

**2. Debris removal:** This policy covers expenses incurred in the removal of all debris of the property covered hereunder occasioned by loss thereto for which coverage is afforded.

**3. Fire Department Service Clause:** This insurance also covers for an amount not exceeding \$100 the Named Insured's liability, assumed by contract or agreement for fire department charges where fire department is called because of a fire in, on or exposing property insured here-

## EXTENSIONS OF COVERAGE

or weight of ice or water whether driven by wind or not; all except as the direct result of the collapse of a building.

**14. Collapse (not settling, cracking, shrinkage, bulging or expansion) of building(s) or any part thereof,** but excluding loss to (a) outdoor equipment, gutters and downspouts, cloth awnings and fences, all except as the direct result of the collapse of a building; (b) fences, pavements, patios, swimming pools, foundations, retaining walls, bulkheads, piers, wharves or docks when such loss is caused by freezing, thawing, or by the pressure or weight of ice or water whether driven by wind or not; all except as the direct result of the collapse of a building.

**15. Accidental discharge, leakage or overflow of water or steam** from within a plumbing, heating, or air conditioning system or domestic appliance, but excluding: (1) loss resulting from freezing while the described building(s) is vacant or unoccupied, unless the Insured shall have exercised due diligence with respect to maintaining heat in the building(s), or unless the plumbing and heating systems and domestic appliances had been drained and the water supply shut off during such vacancy or unoccupancy; (2) loss if the described property had been vacant beyond a period of 30 consecutive days immediately preceding the loss; and (3) the cost of repairing or replacing the system or appliance from which the water or steam escapes.

**16. Sudden and accidental tearing asunder, cracking, burning, or bulging of appliances for heating water for domestic consumption,** but excluding loss resulting from freezing while the building(s) is vacant or unoccupied, unless the Insured shall have exercised due diligence with respect to maintaining heat in the building(s), or unless the plumbing the heating systems and domestic appliances had been drained and the water supply shut off during such vacancy or unoccupancy.

**17. Freezing of plumbing, heating and air conditioning systems and domestic appliances,** but excluding loss resulting from freezing while the building(s) is vacant or unoccupied, unless the Insured shall have exercised due diligence with respect to maintaining heat in the building(s), or unless the plumbing and heating systems and domestic appliances had been drained and the water supply shut off during such vacancy or unoccupancy.

**18. Sudden and accidental injury from artificially generated electrical current to electrical appliances, devices, fixtures and wiring,** except tubes, transistors and similar electronic components.

under, while located on the premises described. This extension does not cover Named Insured's liability, by contract or otherwise to indemnify either a city, municipality or fire protection district, or any other person, firm or corporation against loss, claim or liability arising by reasons of the movement or functioning of fire apparatus or members of a fire department; or by reason of any accident arising out of the performance of services to Insured by any fire department. Coverage afforded under this clause applies only if the property is not located within the limits of the city, municipality or fire protection district furnishing such fire department response.

**4. The foregoing Extensions of Coverage** shall not increase the limit of liability applying under this policy to the property damaged or destroyed.

## SPECIAL LIMITS OF LIABILITY

**1. Loss Deductible Clause No. 1 — Applicable only if so, stated in the Declarations:** With respect to loss by windstorm or hail to buildings, structures or personal property in the open, this Company shall be liable only when such loss in each occurrence exceeds \$50. When loss is between \$50 and \$500 this Company shall be liable for 111% of loss in excess of \$50 and when loss is \$500 or more, this loss deductible clause shall not apply. This loss deductible clause shall not apply to Coverage D (Additional Living Expense).

**2. Loss Deductible Clause No. 2 — Applicable only if so stated in the Declarations:** With respect to loss by any of the perils insured against other than:

(a) fire or lightning, or

(b) windstorm or hail to buildings, structures or personal property in the open,

this Company shall be liable only when such loss in each occurrence exceeds \$50. When loss is between \$50 and \$500 this Company shall be liable for 111% of loss in excess of \$50 and when loss is \$500 or more, this loss deductible clause shall not apply. This loss deductible clause shall not apply to Coverage D (Additional Living Expense).

No more than one deductible amount shall apply in event of loss by windstorm or hail arising out of any one occurrence.

**3. Under Coverage C, this Company shall not be liable in any one loss with respect to the following named property:**

- (a) for more than \$100 on money, bullion, numismatic property and bank notes;
- (b) for more than \$500 on accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets, securities, and stamps including philatelic property;
- (c) for more than \$1,000 on manuscripts;

**SPECIAL EXCLUSIONS**

**1. This Company shall not be liable:**

- (a) As respects Perils 5, 12, 14, 15, 16 and 17: for loss caused by, resulting from, contributed to or aggravated by any earth movement, including but not limited to earthquake, landslide, mud flow, earth sinking, rising or shifting; unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss; but this exclusion does not apply to loss by theft;
- (b) As respects Perils 3, 5, 12, 13, 14, 15, 16 and 17: for loss caused by, resulting from, contributed to or aggravated by any of the following:
  - (1) flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
  - (2) water which backs up through sewers or drains;
  - (3) water below the surface of the ground including that which

- (d) by theft for more than \$1,000 on any single article of jewelry including watches, necklaces, bracelets, gems, precious and semi-precious stones and any article of gold or platinum or any article of fur or any article containing fur which represents its principal value.
- (e) for more than \$500 on watercraft, including their trailers, whether licensed or not, furnishings, equipment and outboard motors, nor for any loss by windstorm or hail to such property not inside fully enclosed buildings (except rowboats and canoes on the premises).

exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors; unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss; but these exclusions do not apply to loss by theft.

- (c) for loss occasioned directly or indirectly by enforcement of any local or state ordinance or law regulating the construction, repair, or demolition of building(s) or structure(s) unless such liability is otherwise specifically assumed by endorsement hereon;
- (d) for consequential loss of any nature except that loss, to unscheduled personal property covered hereunder, due to change of temperature shall be limited to such loss resulting from physical damage to the described building(s) or to equipment therein or to equipment on the described premises caused by a peril insured against.

**SPECIAL CONDITIONS**

**1. Losses:** Loss hereunder shall not reduce the limit of liability under this policy.

**2. Non-Farming Clause (applicable only in New Jersey):** This Company shall not be liable for loss hereunder to any building or property contained in any building used in connection with land devoted to agricultural pursuits which shall include cultivation of the ground; feeding, breeding and management of livestock, including poultry; producing milk, dairy, egg or other farm products; raising and harvesting crops, including fruit, grain, hay, vegetables or other produce; except as an incidental occupation involving the use of not more than five acres for such purposes.

**3. Other insurance — Applicable only if the Dwelling Special Form is not attached hereto:** Other insurance on the property covered here-

under (except existing insurance for which credit is given in this policy) is not permitted.

**4. Deferred Premium Payment — Not applicable if policy is written on a Continuous Renewal basis:** If the Insured elects to pay the premium in equal annual payments as indicated on the first page of this policy the premium for this policy is hereby made so payable.

If the Insured is in default of any such premium payment and this Company elects to cancel this policy, notice of cancellation shall be in accordance with the provisions of this policy, but in such case any portions of the premium previously paid shall be earned by this Company.

**PROVISIONS APPLICABLE TO SECTION II**

**THIS COMPANY AGREES WITH THE NAMED INSURED:**

**INSURING AGREEMENTS**

**1. COVERAGE E — PERSONAL LIABILITY:**

(a) **Liability:** to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of bodily injury or property damage, and the Company shall defend any suit against the Insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent; but the Company may make such investigation and settlement of any claim or suit as it deems expedient.

(b) **Fire Legal Liability:** Coverage E also applies with respect to all sums which the Insured shall become legally obligated to pay as damages because of property damage to the premises or house furnishings therein if such property damage arises out of (1) fire, (2) explosion, or (3) smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit.

**2. COVERAGE F — PERSONAL MEDICAL PAYMENTS:** To pay all reasonable expenses incurred within one year from the date of accident

for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services, to or for each person who sustains bodily injury caused by accident.

- (a) while on the premises with the permission of an Insured, or
- (b) while elsewhere if such bodily injury, (1) arises out of the premises or a condition in the ways immediately adjoining, (2) is caused by the activities of an Insured, (3) is caused by the activities of or is sustained by a residence employee and arises out of and in the course of his employment by an Insured, or (4) is caused by an animal owned by or in the care of an Insured.

**3. COVERAGE G — PHYSICAL DAMAGE TO PROPERTY:** To pay for loss of property of others caused by an Insured. "Loss" means damage or destruction but does not include disappearance, abstraction or loss of use. This coverage shall not apply if insurance is otherwise provided in Section I of this policy.

**4. SUPPLEMENTARY PAYMENTS:** With respect to such insurance as is

(OVER)

afforded by this policy for Coverage E, this Company shall pay, in addition to the applicable limits of liability:

(a) all expenses incurred by this Company, all costs taxed against the Insured in any defended suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without any obligation to apply for or furnish any such bonds;

(c) expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;

(d) all reasonable expenses, other than loss of earnings, incurred by the Insured at this Company's request.

#### 5. SUPPLEMENTARY DEFINITIONS:

(a) "bodily injury" means bodily injury, sickness or disease, including death resulting therefrom, sustained by any person;

(b) "property damage" means injury to or destruction of property, including loss of use thereof;

(c) **premises:** For purposes of Section II, the definition of "premises" appearing in the Basic Policy shall include: (1) all premises where the Named Insured or his spouse maintains a residence and includes private approaches thereto and other premises and private approaches thereto for use in connection with said residence, except business property and farms, (2) individual or family cemetery plots or burial vaults, (3) premises in which an Insured is temporarily residing, if not owned by an Insured, and (4) vacant land, other than farm land, owned by or rented to an Insured. Land shall not be deemed vacant following the commencement of any construction operations thereon unless such operations are being performed solely by independent contractors in con-

nection with the construction of a one or two family dwelling for the Insured;

(d) "business property" includes (1) property on which a business is conducted, and (2) property rented in whole or in part to others, or held for such rental, by the Insured. The Insured's property shall not constitute "business property" because of (a) occasional rental of the Insured's residence, (b) rental in whole or in part to others of a one or two family dwelling usually occupied in part by the Insured as a residence, unless such rental is for the accommodation of more than two roomers or boarders per family occupying the dwelling, (c) rental of space in the Insured's residence for incidental office, school or studio occupancy, or (d) rental or holding for rental of not more than three car spaces or stalls in garages or stables;

(e) "automobile" means a land motor vehicle, trailer or semitrailer, but the term "automobile" does not include, except while being towed by or carried on an automobile, any of the following: any crawler or farm-type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads;

(f) "midget automobile" means a land motor vehicle of the type commonly referred to as a "midget automobile", "kart", "go-kart", "speed-mobile" or by a comparable name, whether commercially built or otherwise;

(g) "undeclared outboard motor" means

- (1) an outboard motor of more than twenty-four horsepower, or
- (2) a combination of outboard motors of more than twenty-four horsepower in the aggregate and used with a single watercraft, if not declared and a premium charged therefor.

#### 6. Insurance for Newly Acquired Outboard Motors:

Part (3) of Special Exclusion (b) does not apply to a watercraft powered by an undeclared outboard motor, ownership of which is acquired during the policy period by an Insured included within parts (1) or (2) of the definition of "Insured".

### SPECIAL EXCLUSIONS

#### Section II of this Policy Does Not Apply:

(a) (1) to any business pursuits of an Insured, except, under Coverages E and F, activities therein which are ordinarily incident to non-business pursuits, (2) to the rendering of any professional service or the omission thereof, or (3) to any act or omission in connection with premises, other than as defined, which are owned, rented or controlled by an Insured, but this subdivision (3) does not apply with respect to bodily injury to a residence employee arising out of and in the course of his employment by the Insured;

(b) under Coverages E and F, to the ownership, maintenance, operation, use, loading or unloading of (1) automobiles or midget automobiles while away from the premises or the ways immediately adjoining, except under Coverage E with respect to operations by independent contractors for non-business purposes of an Insured not involving automobiles owned or hired by the Insured, (2) watercraft owned by or rented to an Insured, while away from the premises, if with inboard motor power exceeding fifty horsepower, or if a sailing vessel with or without auxiliary power and twenty-six feet or more in overall length; (3) watercraft, other than a sailing vessel, while away from the premises and powered in whole or in part by an undeclared outboard motor owned by an Insured, or (4) aircraft; but, with respect to bodily injury to a residence employee, arising out of and in the course of his employment by the Insured, parts (1), (2) and (3) of this exclusion do not apply, and part (4) applies only while such employee is engaged in the operation or maintenance of aircraft;

(c) under Coverages E and F, to bodily injury or property damage caused intentionally by or at the direction of the Insured;

(d) under Coverages E and F, to bodily injury to any person (1) if the Insured has in effect on the date of the occurrence a policy providing workmen's compensation or occupational disease benefits there-

for, or (2) if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law, but this subdivision (2) does not apply with respect to Coverage E unless such benefits are payable or required to be provided by the Insured;

(e) under Coverage E, to liability assumed by the Insured under any contract or agreement, but this exclusion as respects Insuring Agreement I (a) does not apply to (1) any indemnity obligation assumed by the Insured under a written contract directly relating to the ownership, maintenance or use of the premises, or (2) liability of others assumed by the Insured under any other written contract;

(f) under Insuring Agreement I (a) of Coverage E, to property damage to property used by, rented to or in the care, custody or control of the Insured, or property as to which the Insured for any purpose is exercising physical control;

(g) under Coverage E, to sickness or disease of any residence employee unless prior to 36 months after the end of the policy period written claim is made or suit is brought against the Insured for damages because of such sickness or disease or death resulting therefrom;

(h) under Coverage F, to bodily injury to (1) any Insured included within parts (1) and (2) of the definition of "Insured" or (2) any person, other than a residence employee, if such person is regularly residing on the premises including any part rented to such person or to others, or is on the premises, because of a business conducted thereon, or is injured by an accident arising out of such business;

(i) under Coverage G, to loss (1) arising out of the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semitrailer, farm machinery or equipment, aircraft or watercraft; or (2) of property owned by or rented to any Insured, any resident of the Named Insured's household or any tenant of the Insured; or (3) caused intentionally by an Insured over the age of 12 years.

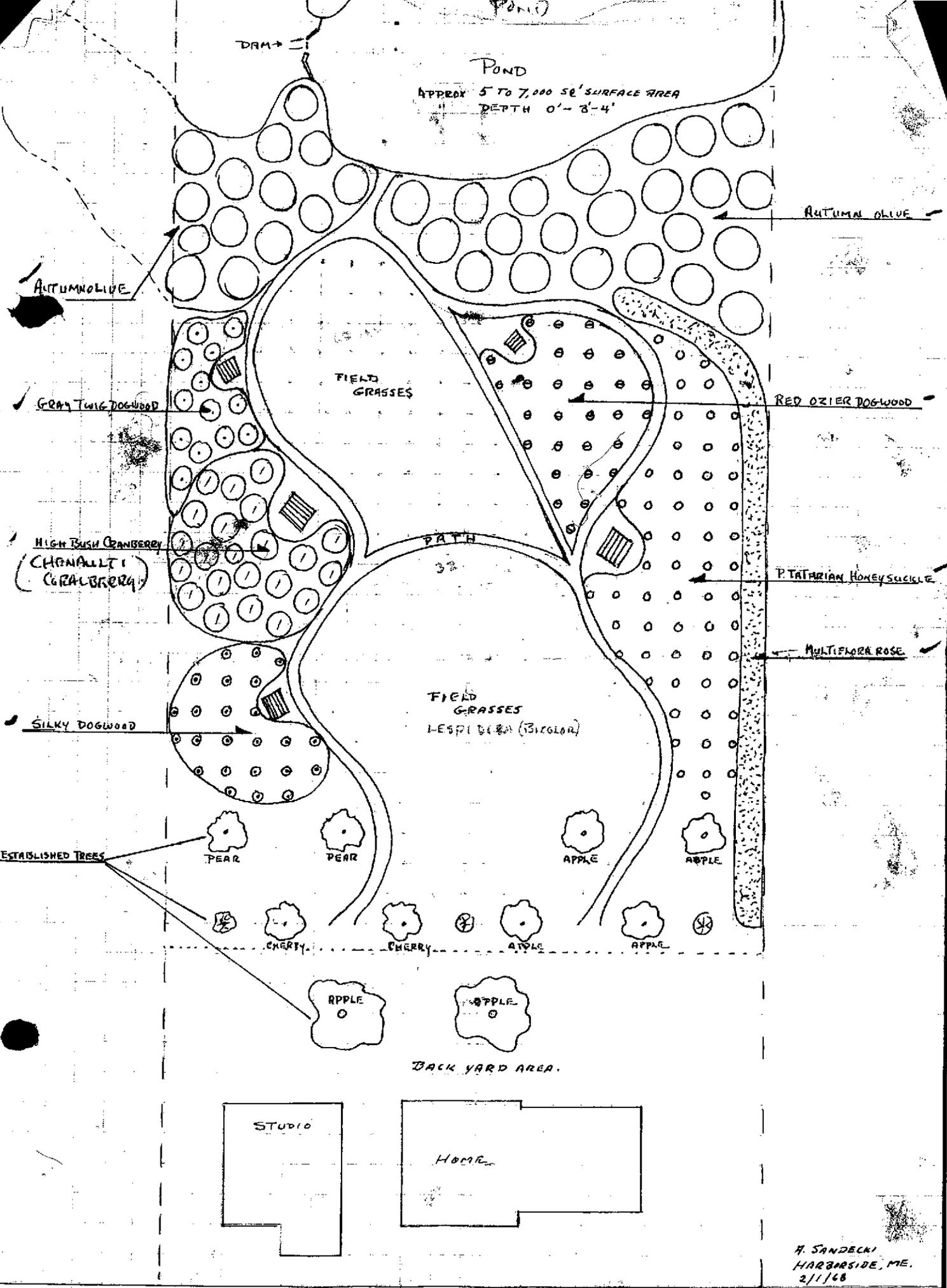
ORDERED 2 MAR. 68

<u>MUSSER</u>	—	• 50 AUTUMN OLIVE	40 ME	10 Jim.	10.00
		• 50 GRAY DOGWOOD	50 "		7.50

<u>FOREST</u>	—	• 30 SILKY DOGWOOD			6.00
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<u>WARREN</u>	—	• 30 REDOSIER DOGWOOD			4.80
		• 200 LESPEDEZA BICOLOR	100 Jim		8.00
		• 100 P.T. HONEYSUCKLE.			4.00
		• 100. MULTIFLORA ROSE.			4.00
		• 25 CORAL BERRY			4.00

TOTAL		<u>48.30</u>
Jim.	—	8.00
		<u>40.30</u>



POND

APPROX 5 TO 7,000 SQ' SURFACE AREA  
DEPTH 0' - 3'-4'

DAM →

← AUTUMN OLIVE

AUTUMN OLIVE

FIELD GRASSES

✓ GRAY TWIG DOGWOOD

← RED OZIER DOGWOOD

✓ HIGH BUSH CRANBERRY  
(CHONALTI)  
(CERALBERG)

PATH

← P. TATARIAN HONEY SUCKLE

← MULTIFLORA ROSE

✓ SILKY DOGWOOD

FIELD GRASSES  
LESPIDAZA (BICOLOR)

ESTABLISHED TREES

PEAR

PEAR

APPLE

APPLE

CHERRY

CHERRY

APPLE

APPLE

APPLE

APPLE

BACK YARD AREA

STUDIO

HOME

H. SANDECKI  
HARBORSIDE, ME.  
2/1/68

← GOOSE CREEK

TOWN ROAD

HARBORSIDE →

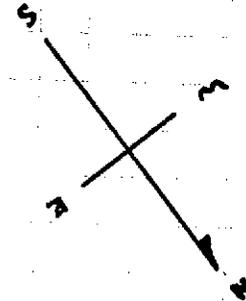
CALLAHAN  
PROPERTY

MALCOLM GRAY  
PROPERTY

SANDOECKI  
PROPERTY

88'

95'



20'

67'

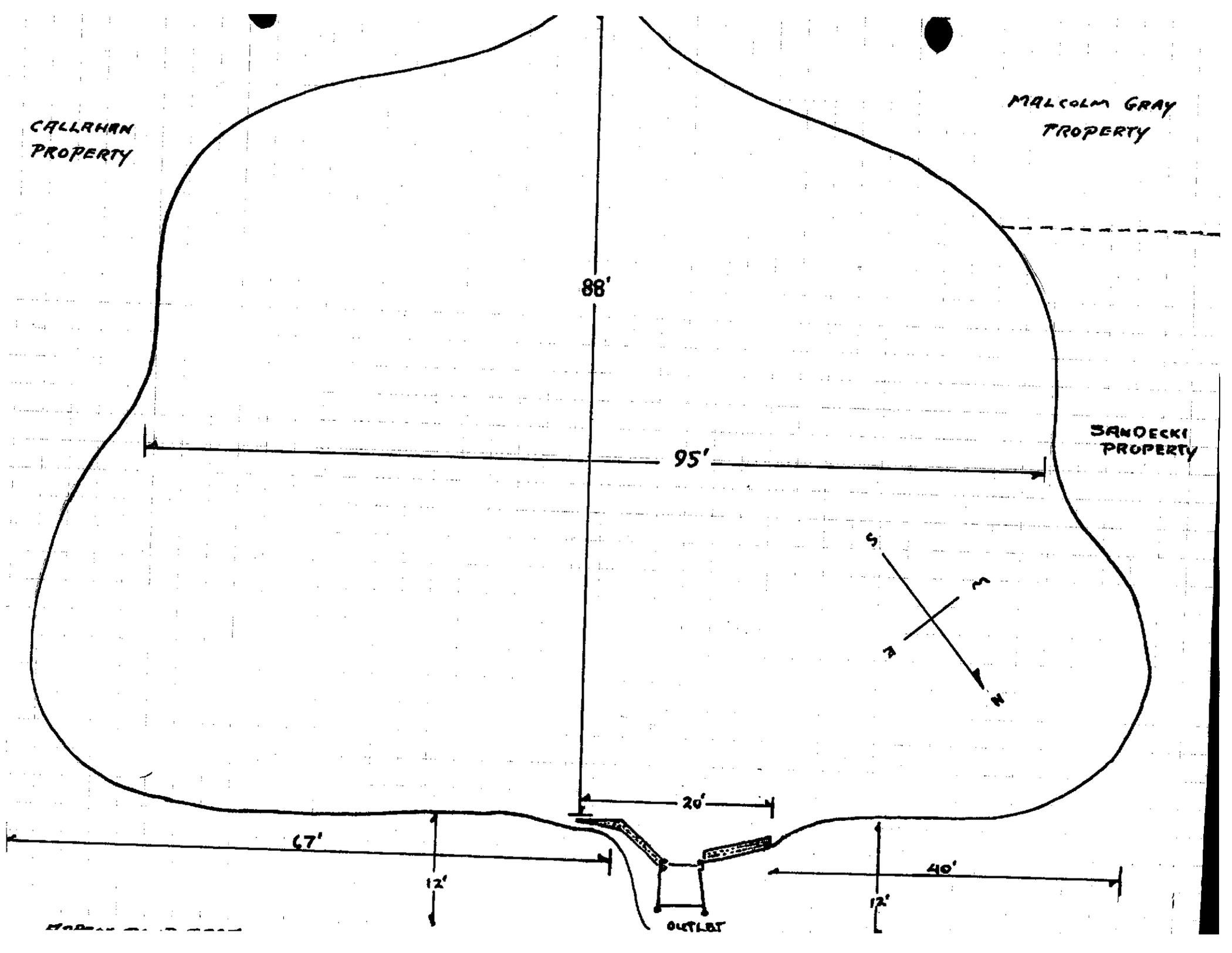
12'

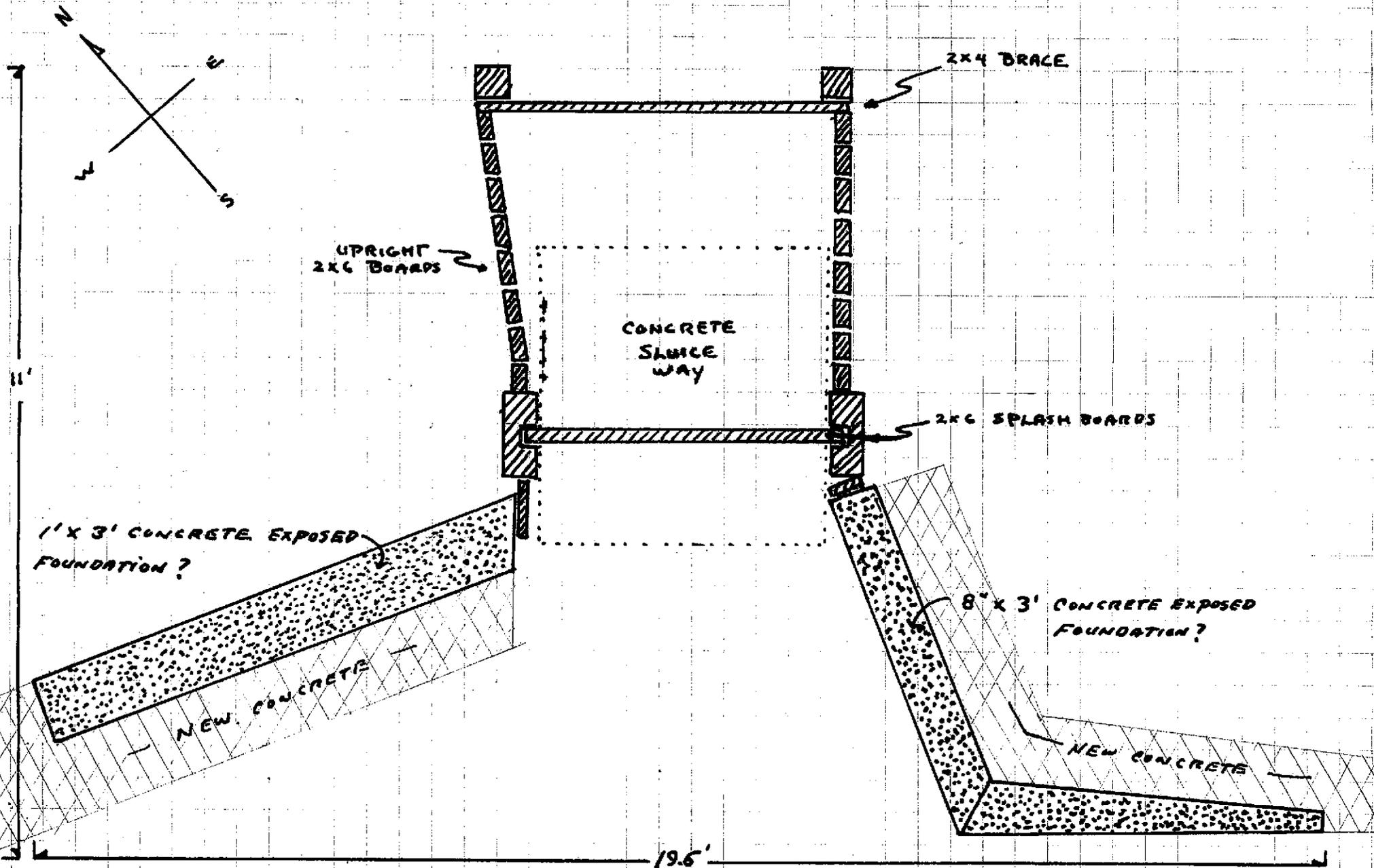
40'

12'

OUTLET

HOBAN ROAD





1/2" / FOOT SCALE

F. SANDECKI

EXISTING OLD DAM  
CONSTRUCTED 1881  
REBUILT 1958

GRAY TWIG DOGWOOD

RED OZIER DOGWOOD

SILK DOGWOOD

PINK TATARIAN HONEY SUCKLE

AUTUM OLIVE

HIGH BUSH CRANBERRY

FLOWERING CRABS

THREE

# NATURE'S WAYS

By WAYNE HANLEY

While most persons think of an arboretum as a collection of rare or exotic living trees, arboretum employees recognize those acres as an arena in which men race against wild birds and animals to collect seeds.

Seed-by-seed and species-by-species, wildlife almost always wins. The crucial factor

in the contest lies in the fact that wildlife often prefers fruit and nuts before they ripen. The human propagator of tree seedlings prefers — and most often, must — to allow seeds to mature before harvesting them.

At the Arnold Arboretum in Boston, Alfred J. Fordham has kept random notes through the last seven years in which he chronicles the annual harvest skirmish. His jottings appear in Arnoldia, Vol. 27, Nos. 10-11, published last month by Harvard University.

As Fordham notes, in the fall when birds travel in flocks: "Removal is often so thorough that large trees bearing countless thousands of fruits one day can be divested by the next — to an extent where it becomes a task to locate one or two fruits."

The testing season on birds' preferences for certain fruits occurs in the autumn when a wide variety is available. Fordham found that birds visiting the arboretum preferred Asiatic sweetleaf, sassafras, dogwood, blueberry and magnolia fruits in the season of plenty.

The fruit that birds value above all others, Fordham concluded, is the crabapple, in its myriad forms.

The Crabapple collection, Fordham reported, "unquestionably provides more food for birds, over a longer period of time, than any other genus. This extensive collection includes 96 species and 191

cultivars.

"During the cold winter months, when snow covers the ground and there is a dearth of food for birds, the crabapple collection really comes to the fore. Flocks of robins, sometimes comprising 40 or 50 birds, are not an uncommon sight in the crabapple collection during winter... Large flocks of cedar waxwings also take advantage of the winter crabapples. Other birds noted in winter are starlings and purple finches, and in years when evening and pine grosbeaks invade the region they can be found in the Arboretum's crabapple collection.

"Many winter birds peck through the pulp of crabapples and eat the seeds. In the process, the pulp falls to the ground and is eaten by pigeons, pheasants and rabbits."

Although he offers no list of birds observed there, Fordham comments, as others have on the surprising diversity of birds that will visit the arboretum despite its urban setting. His comments on fruit preferences of birds will prove valuable to anyone attempting to attract birds in either an urban or suburban area.

Fordham considers the blueberry one of the best bird attractors. He quotes a friend, who is a commercial blueberry grower, as saying: "The only things that don't eat blueberries are fish, and the only reason they don't is that they can't get at them."