We the Subscribers, being Proprietors of the Land, lying in Poquabuck Meadows, in the New Pasture, so called Do Obligate ourselves, to support and maintain the Fence, inclosing said lands, in manner & Form as  $\sim$  followeth viz - - - Article 1st .

Each Proprietor, of said Lands, To erect a good four Rail fence, in proportion to the Number of Acres, he or they may own in  $s^d$  Pasture, till the whole is inclosed.  $2^{nd}$ 

Each Proprietor to put up his fence, every year – by the 10<sup>th</sup> day of April, and support the ame from that time untill the first day of Decemr following – in good Order - ---

**3**rd

The Proprietors, further agree, that in case any part of the fence, inclosing s<sup>d</sup> Pasture shall fail or get out of repair in the course of the Summer Season- Twelve Hours Notice given to the – Proprietors of said fence, insufficient, shall be deemed legal Notice ~ and in case of any delinquency of the Proprietors of s<sup>d</sup> Lands, in erection their several proportions of s<sup>d</sup> Fence, by the 10<sup>th</sup> day of April Annually – three days Notice after that that time, shall be considered sufficient Notice to the Proprietors Afores<sup>d</sup>.

4th

The Proprietors further agree to Appoint Cap<sup>t</sup>. Timothy Root & John Mix Esq<sup>r</sup> their Comt<sup>ee</sup> with full power to examine (turn over)

## [verso:

and Judge of the Fence as agreed in the Articles before mentioned – and in case of the Neglect, or failure of any of the Proprietors, , to make & support their proportion of sd. Fence ~ we the proprietors – Do empower & Direct one sd Comtee after Notice given as here to fore mentioned, to any Delinquents, to erect good & sufficient Fence & charge over the fame, ,on Book – which may be sued & Recovered in Law the fame as any regular Book charge~

Those Articles of agreement to be & remain in full force in Law – for Ten years from the date hereof Witness the Proprietors Hands this  $11^{th}$  day of March 1793 –

## [folio 2:

The following article are to be considered as an addition to the forgoing (viz) that when any proprietor or proprietors shall want bars thro' the fence of another, he or they so wanting them shall be at the expense of supporting those which are good & sufficient ---- and when any proprietor shall have any fence or bars down where he shall pass, and creatures get in and do damage by such carelessness & neglect, the said proprietor shall be accountable for all damage so done –

When any fence shall be broken, cut, or thrown down, the proprietor shall bear an equal proportion of the expense that may arise for prosecuting any person so trefspafsing, according to their respective propriety – and it shall be the duty of every propr==ietor to use his endeavor to detect such trefspafser. –

No proprietor shall turn his team or horses on h when plowing on his neighbours land without his particular permission - nor bait his cattle, horse or any other creature, in the spring season on any land but his own -

William Wadsworth 3 ½ acers John Mix Timothy Root Ezekiel Cowles Jun<sup>r</sup>. Zenas Cowles - &6<sup>0</sup> Timothy Andrews

In addition to the foregoing articles, we farther agree that no proprietor shall bait any creature in the fall season on any part of the inclosure except teams that are employed there at work. –

Timothy Root
Thos Lewis agrees to the laft article
William Wadsworth
Zenas Cowles
John Mix
Ezekl Cowles Junr.

## [verso:

Articles of Agreement between the <u>Propriet</u>ors of <u>the New Pasture</u>

