THE STATE OF NEW HAMPSHIRE
SUPREME COURT

DOCKET NO. 2017-0137

TOWN OF GOSHEN
v.
CARL N. CASAGRANDE

Rule 7 Mandatory Appeal

OPPOSING BRIEF OF THE TOWN OF GOSHEN

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STATUTES AND ORDINANCES INVOLVED

RSA 21:47 Legislative Body.

When used to refer to a municipality, and in the absence of applicable chapter or subdivision definitions, the term "legislative body" shall mean a town meeting, school district meeting, village district meeting, city or town council, mayor and council, mayor and board of aldermen, or, when used to refer to unincorporated towns or unorganized places, or both, the county convention.

RSA 31:127 Definitions.

In this subdivision:

I. "Enactment procedure" includes any required notice, copying, filing, service, reporting, publication, posting, public hearing, voting procedure, vote count, ballots, or the form or timing of any of these.

II. "Municipal legislation" means any charter, ordinance, code, bylaw, vote, resolution or regulation enacted by, or any condition or requirement imposed by, a properly authorized official, board, governing body or legislative body of any city, town or village district. It shall not include an "election" as defined in RSA 652:1.

RSA 231:43 Power to Discontinue.

I. Any class IV, V or VI highway, or any portion thereof, in a town may be discontinued by vote of a town; provided, however, that:

(a) Any highway to public waters, or portion of such highway, laid out by a commission appointed by the governor and council, shall not be discontinued except with the consent of the governor and council.

(b) Any class V highway established to provide a property owner or property owners with highway access to their property because of a taking under RSA 230:14 shall not be discontinued except by written consent by such property owner or property owners.

II. The selectmen shall give written notice by verified mail, as defined in RSA 451-C:1, VII, to all owners of property abutting such highway, at least 14 days prior to the vote of the town. In the case of a petitioned warrant article calling for discontinuance of a class VI highway, the petitioners shall bear the cost of notice.

III. No owner of land shall, without the owner's written consent, be deprived of access over such highway, at such owner's own risk.

RSA 236:30 No Adverse Right.

No person shall acquire, as against the public, any right to any part of a highway by enclosing or occupying it adversely for any length of time.

RSA 491:8-a Motions for Summary Judgment.

I. A party seeking to recover upon a claim, counterclaim, or crossclaim, or to obtain a declaratory judgment, may, at any time after the defendant has appeared, move for summary judgment in his favor upon all or any part thereof. A party against whom a claim, counterclaim, or crossclaim is asserted or a declaratory judgment is sought, may, at any time, move for a summary judgment in his favor as to all or any part thereof.

II. Any party seeking summary judgment shall accompany his motion with an affidavit based upon personal knowledge of admissible facts as to which it appears affirmatively that the affiants will be competent to testify. The facts stated in the accompanying affidavits shall be taken to be admitted for the purpose of the motion, unless within 30 days contradictory affidavits based on personal knowledge are filed or the opposing party files an affidavit showing specifically and clearly reasonable grounds for believing that contradictory evidence can be presented at a trial but cannot be furnished by affidavits. Copies of all motions and affidavits shall, upon filing, be furnished to opposing counsel or to the opposing party, if the opposing party is not represented by counsel.

III. Summary judgment shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits filed, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone, although there is a genuine issue as to the amount of damages.

IV. If affidavits are not filed by the party opposing the summary judgment within 30 days, judgment shall be entered on the next judgment day in accordance with the facts. When a motion for summary judgment is made and supported as provided in this section, the adverse party may not rest upon mere allegations or denials of his pleadings, but his response, by affidavits or by reference to depositions, answers to interrogatories, or admissions, must set forth specific facts showing that there is a genuine issue for trial.

V. If it appears to the court at any time that any of the affidavits presented pursuant to this section are presented in bad faith or solely for the purpose of delay, the court shall forthwith order the party presenting them to pay to the other party the amount of the reasonable expenses which the filing of the affidavits caused him to incur, including reasonable attorney's fees. Any offending party or attorney may be found guilty of contempt.

PS 72 Discontinuance of Highways.

Section 1. Highways in a town may be discontinued by vote of the town; if they extend beyond the limits of the town, they may be discontinued upon petition to the supreme court and like proceedings thereon as in laying out highways.

Section 2. If the highway was not laid out by the selectmen, or if laid out by them when a petition was pending before the supreme court therefor or on account of their neglect or refusal to lay out, or if proceedings are pending in such court against the town for neglect to make or repair it, the highway shall not be discontinued without the consent of the court.

Section 3. On petitions for the discontinuance of highways referred to the county commissioners, if they report for the discontinuance they shall assess the damages occasioned to ay person thereby.

Section 4. The damages sustained by any person by the discontinuance of a highway, by vote of the town, may be assessed on petition therefor to the supreme court; and like proceedings may be had thereon, and in the assessment of such damages by the commissioners, as in the case of laying out a highway.

STATEMENT OF FACTS AND OF THE CASE

The Town generally agrees with the Defendant's Statement of the Case and Facts, with the following additions and clarifications:

1. Defendant's statement that the minutes of the 1891 Goshen Town Meeting "do not indicate in any manner that the discontinuance of the 'highway' referenced in Warrant Article 11 was conditioned upon anything..." is not a statement of fact, but rather part of Defendant's argument regarding the proper ***interpretation*** of those facts. Defendant's Brief at 2. The content of Warrant Article 11 and the record of the vote thereon are contained in the minutes and are not in dispute. See Minutes of 1891 Goshen Town Meeting, attached as Appendix hereto.

2. The Town's claim in this case that the disputed section of Page Hill Road is a public highway is based on ***two*** alternative theories: (a) That the 1891 town meeting vote at issue in this appeal did not constitute a discontinuance (the issue now on appeal); and (b) That the highway has been re-established since that time by prescription. Thus, even if the Trial Court's decision on summary judgment were to be overturned, the case should be ***remanded*** for a trial on the prescription issue.

SUMMARY OF ARGUMENT

The Trial Court properly granted summary judgment in this case because no genuine issues of material fact remain and the Town was entitled to judgment as a matter of law.

The case turns on whether a 1891 Goshen Town Meeting vote to discontinue a public highway included a condition that was part of the original warrant article. The dispute is not about what the minutes of the vote and the meeting say, but rather the judicial interpretation of

the legislative action taken by the town meeting through its vote, which is a matter of law properly resolved through summary judgment.

To determine whether, on the undisputed facts, the Town was entitled to judgment as a matter of law, the Trial Court followed clear New Hampshire law requiring a court to interpret the legal effect of a town meeting vote by determining the intent of the voters. That determination is not hampered by arbitrary or over-technical rules prohibiting a court from considering the context of the vote. On the contrary, when, as in this case, the record of the vote itself is not clear, it is appropriate for the court to consider the entire record of the meeting. In particular, if the record of the vote refers to the original warrant article (as it does in this case), a court should consider the language of that article. It is also appropriate to consider the legal standards governing the subject matter of that article to assist in determining the voters' intent.

The Trial Court in this case did exactly that. It considered the record of the vote in the context of the original article, the meeting minutes as a whole, and the applicable law regarding highway discontinuation to determine the intent of the voters and the legal effect of that vote. In so doing, the Trial Court correctly determined that the discontinuance vote was subject a condition that never occurred and that Page Hill Road thus remains a public highway.

ARGUMENT

I. STANDARD OF REVIEW.

"Summary judgment has been repeatedly approved by this court to save time, effort and expense, by allowing an immediate final judgment in those cases where there is no genuine issue of material fact requiring a formal trial." Xerox Corp. v. Hawkes, 124 N.H. 610, 320 (1984). RSA 491:8-a provides that "[s]ummary judgment shall be rendered forthwith if the pleadings,

depositions, answers to interrogatories, and admissions on file, together with the affidavits filed, show that there is no genuine issue as to any material fact and that the moving party is entitled to summary judgment as a matter of law." RSA 491:8-a, III; Gamble v. University System of New Hampshire, 136 N.H. 9, 16 (1992). An issue of fact is "material" for summary judgment purposes if it affects the outcome of the litigation. Weeks v. Co-op Insurance Companies, 149 N.H. 174, 176 (2003).

"The court shall grant a motion for summary judgment pursuant to RSA 491:8-a if, after considering all the evidence in the light most favorable to the non-moving party, it finds that there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law." Horse Pond Fish & Game Club, Inc. v. Cormier, 133 N.H. 648, 653 (1990).

In reviewing a grant of summary judgment, the Court "looks at the affidavits and other evidence, and all inferences properly drawn from them, in the light most favorable to the non-moving party. If our review of that evidence discloses no genuine issue of material fact, and if the moving party is entitled to judgment as a matter of law, we will affirm the grant of summary judgment." Sandford v. Town of Wolfeboro, 143 N.H. 481, 484 (1999) (internal citations and quotations omitted).

II. SUMMARY JUDGMENT WAS APPROPRIATE BECAUSE THERE EXISTS NO GENUINE ISSUE OF MATERIAL FACT.

A. All Relevant Facts Were Established through Records of the 1891 Goshen Town Meeting.

All of the relevant undisputed facts in this case were completely established through official records and affidavits submitted by the Town. Defendant's Appendix at 21-44. Notably, the Defendant submitted ***no*** affidavits or other evidence to the Trial Court whatsoever. In fact, Defendant's Objection below to the Town's Motion for Summary Judgment and Defendant's

Opening Brief before this Court are based *solely* on the minutes of the 1891 Goshen Town Meeting. See id. at 45-56 and 64-65. Further, the Defendant has not disputed any of those facts.

The ***facts*** in this case consist of the wording of the warrant article, the vote, and the minutes of the Town Meeting, as reflected in Town records. There is no dispute over what those records say. Nor has any evidence been introduced bearing on how those records should be interpreted. (For example, at this point in the case there is no evidence concerning public use of the highway subsequent to the 1891 vote and no evidence of how the deeds to abutting lands have referred to the highway.) The Defendant's position relies completely and exclusively on the 1891 vote.

In sum, therefore, the Trial Court was correct in determining that there was no genuine issue of material fact remaining in this matter.

B. The Interpretation of Local Legislation Is a Matter of Law, not of Fact.

Town meeting is a legislative body. RSA 21:47. The votes taken by town meeting on warrant articles "are the equivalent of legislation." Green Mountain Realty Corp. v. Fifth Estate Tower, LLC, 161 N.H. 78, 87 (2010); RSA 31:127 ("Municipal legislation" means any charter, ordinance, code, bylaw, vote, resolution or regulation enacted by, or any condition or requirement imposed by, a properly authorized official, board, governing body or legislative body of any city, town or village district). Furthermore, a vote to discontinue a public highway "is in its nature a legislative...function," New London v. Davis, 73 N.H. 72, 74 (1904). As such, it is well established that the proper construction or interpretation of municipal legislation is a matter of law. See, e.g., Anderson v. Motorsports Holdings, LLC, 155 N.H. 491, 494 (2007).

While undersigned counsel has found no "all-fours" statement by this Court that the interpretation of town meeting votes on such matters as highways is a matter of law, the very fact

that this Court has developed rules of construction to aid in such interpretation – for example, the rule that "votes adopted by town meetings will be liberally construed to give legal effect to language inartfully employed" (McMahon v. Town of Salem, 104 N.H. 219, 220 (1962)) – strongly implies that interpretation of town meeting votes ***is*** a matter of law.

Therefore, a dispute over the ***interpretation*** of the 1891 Goshen Town Meeting vote is not a dispute over material facts, but only over a matter of law. Such a dispute was properly resolved by the Trial Court through summary judgment.

III. THE TRIAL COURT DID NOT ERR IN CONSIDERING THE LANGUAGE OF THE ORIGINAL WARRANT ARTICLE AND THE MINUTES AS A WHOLE WHEN IT INTERPRETED THE RECORD OF THE TOWN MEETING VOTE.

The appeal in this case centers on whether the 1891 Goshen Town Meeting vote on Article 11 included the condition that was part of the warrant article. Article 11 was written as follows:

"To see if the Town will vote to discontinue and throw up the highway leading from Willie E. Howe's to Newport town line providing Newport will throw up theirs to meet us."

Appendix at 14.

The minutes record the vote on this article as follows:

"Voted to throw up the road mentioned in this article."

Id. at 23.

In his brief to this Court, Defendant's argument is that the law somehow required the Trial Court to wear blinders to the wording of the original warrant article on which the vote was based, despite the fact that the article was explicitly cited in the record of that vote. In support of this argument, Defendant urges the adoption of a "parol evidence" rule which would lead to an

absurd result, asks this Court to ignore the intent of the voters, and mischaracterizes the applicability of relevant case law. That argument is without merit for the following reasons:

A. New Hampshire Has Not Applied a Parol Evidence Rule regarding Town Meeting Votes.

New Hampshire has not adopted a so-called "parol evidence" rule to prevent a court from considering the record of a town meeting vote in the context of the original warrant article and the town meeting minutes as a whole. Defendant admits as much in its Brief and was unable to cite a single New Hampshire case in support of such a rule. See Defendant's Brief at 7.

In contrast, New Hampshire case law clearly establishes that the interpretation of a town meeting vote *requires* the court to discern the intent of the voters, and to consider the entire record when necessary. See, e.g., Hurley v. Town of Hollis, 143 N.H. 567, 569-70 (1999) (where an amendment to a zoning ordinance did not define the scope of certain terms, the trial court properly considered the content of town meeting minutes reflecting discussion of the amendment before the vote occurred); Town of Derry v. Simonsen, 117 N.H. 1010, 1015 (1977) (where the intent of a town meeting vote to readopt an ordinance was unclear, the court properly considered the entire record leading up to the question presented to voters, including minutes of a selectmen's meeting and the language in the town meeting warrant); see also Appeal of Sanborn Regional Sch. Bd., 133 N.H. 513 (1990) (evidence may be found both in the published warrant and in other ways regarding whether voters, when voting on a multi-year collective bargaining agreement, were aware of and intended to approve the financial terms for subsequent contract years). The adoption of an arbitrary rule preventing a court from examining indications of voter intent, including the published warrant, would be contrary to longstanding legal doctrine and would undermine a court's ability to determine the intent of the voters.

Furthermore, such a rule would be nonsensical. The Clerk's record of what the original warrant articles said is just as much a part of the Clerk's official record as the record of

the vote itself. Were it otherwise, it would be impossible to construe the vote on Article 11 "*to throw up the road mentioned in this article*" because no one could identify the road referred to ***at all*** without reference to the original article.

B. Even If a Parol Evidence Rule Existed, the Record of the Vote Is, at Best, Ambiguous, so It Would Have Been Proper for the Trial Court to Consider the Language of the Warrant Article.

Assuming, *arguendo,* that the Defendant's proffered parol evidence rule existed in New Hampshire, it would not bar consideration of the language of the warrant article in this case because the record of the vote on Article 11 is ambiguous; it is not, as Defendant asserts, "clear and straightforward." Defendant's Brief at 8.

In fact, the case law cited in Defendant's Brief on pages 6-7 argues ***in favor*** of the Town's position that the language of the warrant article and the minutes as a whole should be considered, because the record of the vote was "unclear and ambiguous." See Defendant's Brief at 7. Defendant asserts that the only reasonable interpretation of the vote is that it did not include the condition. However, as the Trial Court quite properly observed in its decision, the record of the vote contains no mention of any amendment to the original article to remove the condition (an action that would require at least one additional vote), so it would be just as reasonable, if not more so, to conclude that the voters made no such amendment and instead approved the article as originally written.

In contrast, the minutes carefully record the fact that multiple votes were taken on two other articles. Article 9 originally read "[t]o see what the town will do in regard to the running of the road machine." Appendix at 14. The minutes indicate three votes were taken under that article: "Voted to indefinitely postpone. Voted to reconsider the latter vote. Then voted that the Selectmen be instructed to hire one man to run the road machine through the town." Appendix at

23. Article 14 originally read "[t]o see if the town will vote to lay out an open highway from a point of the road leading by [illegible] barn to Rt 3." Appendix at 14. The minutes then record two votes taken on this article to amend and approve it. Appendix at 22.

As the Trial Court appropriately noted in its decision, the lack of any similar record of an amendment to the original language of Article 11 strongly suggests that no such amendment occurred, and that the vote as recorded approved that original language ***including the condition***. See Opinion, Defendant's Brief at 20. Further, when the 1891 minutes are read as a whole, it is clear that the Clerk used abbreviated notations of what was voted on. The failure to restate the condition in the record of the vote on Article 11 was more likely due to haste than to any amendment to remove the condition from the article.

C. The Trial Court Correctly Considered the Minutes as a Whole to Determine the Intent of the Voters because Town Meeting Votes Are Legislation.

In a case requiring the interpretation of municipal legislation, such as the town meeting vote at issue in this case, that interpretation requires a court to determine the intent of the enacting body. Hurley v. Town of Hollis, 143 N.H. 567, 569-70 (1999). "When, however, plain and unambiguous language is not available to discern intent, we look beyond the language of the [legislation] itself for further indications of legislative intent. When we do so, the entire record underlying the ballot question presented to the voters must be considered in ascertaining voter intent at the time the [legislation] was adopted." Id. at 570 (citations, quotations, and brackets omitted).

Furthermore, in discerning the intent of the voters, "[i]ngenious distinctions will not be unnecessarily resorted to when the effect would be to defeat the apparent intentions of the voters in a matter admittedly within their legislative province." Foote v. Manchester Sch. Dist., 152

N.H. 599, 607 (2005) (citation omitted). Indications of voter intent may certainly include examination of the published warrant. See, e.g., Appeal of Sanborn Regional Sch. Bd., 133 N.H. 513, 521 (1990). The courts recognize that "town meetings do not consistently express their purposes with legal precision," Neville v. Highlands Farm, Inc., 144 N.H. 419, 427 (1999) (citation omitted), and that '[t]he machinery of government would not work if it were not allowed a little play in the joints," Lamb v. Danville Sch. Bd., 102 N.H. 569, 517 (1960) (citation omitted).

Thus, the intent of the voters is the central question. The spare notation of the vote's outcome in the minutes cannot be considered in a vacuum because it does not provide sufficient information regarding intent. It must be read, as the Trial Court did, in the context of the warrant article presented to the voters. Opinion, in Defendant's Brief at 18-19.

D. The Sawyer Case Is Irrelevant to this Case.

The Defendant relies upon Sawyer v. Manchester & Keene Railroad, 62 N.H. 135 (1882), for the proposition that where the record of the vote does not mention conditions contained in the warrant article, it must be assumed that the voters intended to reject those conditions. However, Sawyer involved a completely different set of facts and question of law. The plaintiff in Sawyer was attempting to alter town meeting minutes through the testimony of eyewitnesses who had been present at that meeting. See id. at 154. Sawyer is thus irrelevant to the present case, which involves no dispute as to the accuracy of the minutes. Any reliance on Sawyer is misplaced.

E. The Defendant Mischaracterizes the Davis Case. In Reality, Davis Supports the Town's Position.

The Trial Court's consideration of the language of the original warrant article was consistent with the holding in New London v. Davis, 73 N.H. 72 (1904).

The Defendant characterizes Davis as holding that the language of the warrant article may only be considered "when the record of the vote specifically incorporates the warrant article by reference." Defendant's Brief at 10. However, the opinion itself does not go that far; it states only that the vote of the town in that case "specifically ***referred to***" the article in the warrant, and thus the language of the article should be considered. See New London v. Davis, 73 N.H. at 75 (emphasis added).

Contrary to the Defendant's assertion that "no such reference was made" in the record of the vote on Article 11 to the original article (Defendant's Brief at 11), the meeting minutes ***clearly include a reference to the original warrant article***:

"Voted to throw up the road ***mentioned in this article***."

Appendix at 23 (emphasis added).

Therefore, since the record of the vote referred to the article, the Davis opinion supports the Trial Court's consideration of the language of the original warrant article.

Furthermore, the opinions issued by this Court in the 100+ years since the Davis case regarding the interpretation of town meeting votes (discussed in Section III(c),supra), all of which focus on the intent of the voters as the touchstone for interpreting town meeting votes, have softened the over-technical focus of the Davis opinion. Even if that were not so, however, the record of the vote at issue in the present case refers specifically to the original warrant article and thus the Trial Court's consideration of that article was consistent with the Davis opinion.

IV. THE TRIAL COURT PROPERLY CONSIDERED THE LAW DISFAVORING HIGHWAY DISCONTINUATION BECAUSE IT IS RELEVANT TO WHETHER THE TOWN WAS ENTITLED TO JUDGMENT AS A MATTER OF LAW.

To determine whether the Town was entitled to judgment as a matter of law, the Trial Court was required to consider whether, when the undisputed facts were considered in the light most favorable to Defendant, the legal effect of the town meeting vote was to discontinue a public highway. See Horse Pond Fish & Game Club, Inc. v. Cormier, 133 N.H. 648, 653 (1990).

In 1891, as it does today, complete discontinuance of a municipal public highway required a clear vote of the legislative body on an article properly inserted into the town meeting warrant. See RSA 231:43; PS 72:1 (1891); see also Marrone v. Town of Hampton, 123 N.H. 729 (1983) (authority to discontinue a town highway is reserved to the inhabitants to be exercised by vote of the town).

New Hampshire law is very clear that "[h]ighway discontinuance ***is not favored in the law***...and the burden is upon the party who asserts discontinuance to prove it by clear and satisfactory evidence." Davenhall v. Cameron, 116 N.H. 694, 697 (1976) (emphasis added). The reason for this rule is the same as for the law prohibiting adverse possession of a highway (RSA 236:30) – namely, that public rights-of-way are difficult and expensive for the public to obtain, and hence the rights of the public should last indefinitely unless there has been a clear and definitive public decision to give them up. See Blagbrough Family Realty Trust v. A&T Forest Products, Inc., 155 N.H. 29, 36-37 (2007).

As discussed in Section III(B), supra, the record in the town meeting minutes of the vote on Article 11 was not 100% clear, but was, at best, ambiguous. To interpret the legal effect of that vote, therefore, the Trial Court had to consider not only the record of the vote, but whether,

given the ambiguity of that record, the vote was sufficient to meet the burden of proof in a discontinuance case.

CONCLUSION

For all of the above reasons, the Town of Goshen urges this Court to ***affirm*** the decision of the Sullivan County Superior Court.

ORAL ARGUMENT

The Town of Goshen respectfully requests oral argument, to be presented by H. Bernard Waugh, Jr.

* * *

Dated this 21st day of July, 2017.

Respectfully Submitted,

Town of Goshen
By its attorneys,

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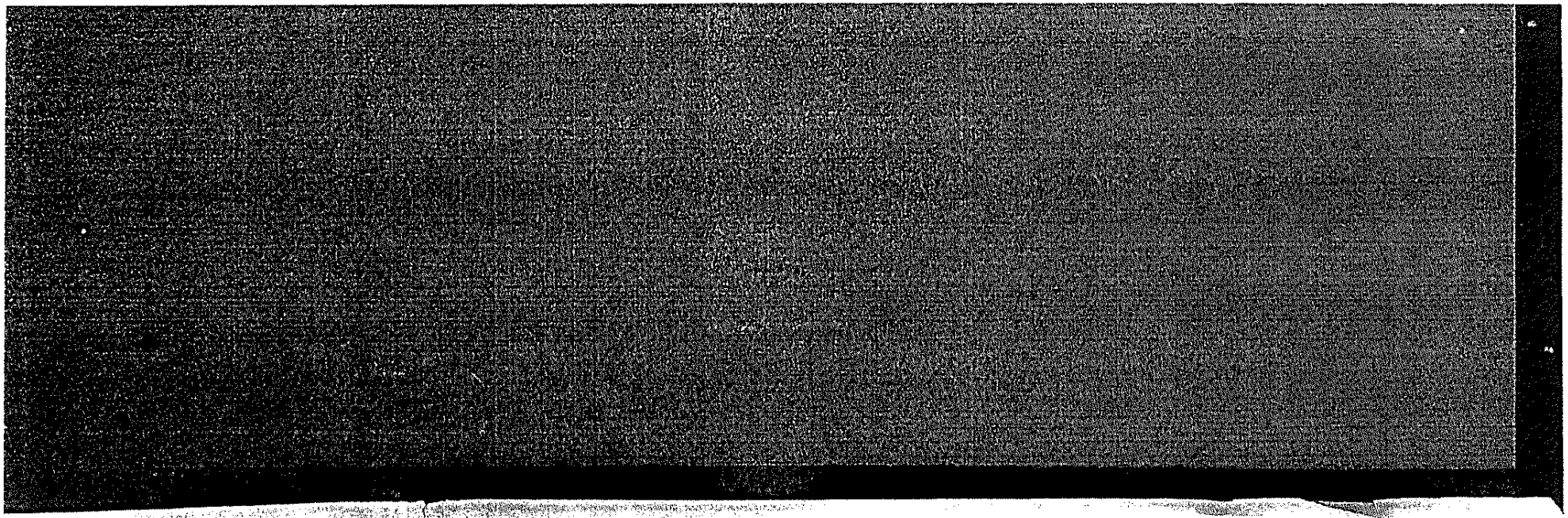
Certificate of Service

I hereby certify that on this 21st day of July, 2017, two copies of the foregoing brief have been mailed to William B. Pribis, Esq., counsel for Carl N. Casagrande.

C. Christine Fillmore

C. Christine Fillmore



The State of New Hampshire. To the inhabitants of the town of Gorham qualified to vote in town affairs. You are hereby notified to meet at the Town Hall in said Town on the second Tuesday of March next at nine of the clock in the forenoon to act upon the following subjects

1st To choose a Moderator to preside in said meeting

2nd To choose by Ballot and major vote a Town Clerk

3rd To hear the report of Agents. Auditors. Committees heretofore chosen. and pass any vote relating thereto.

4th To choose by ballot and major vote three selectmen

5th To raise such sums of money as may be

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& Angeline Grimson 102.
Jemima C. Marshall 274.

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6th To raise such sums as may be necessary for the repairing of Highways

7th To raise such sums as may be necessary for the maintenance of the poor and to defray other necessary town charges

8th To see if the town will vote to return back to the old district system of schooling or pass any vote relating thereto.

9th To see what the town will do in regard to the running of the road machine.

10th To see what the town will do in regard to the use of the Town Hall.

11th To see if the town will vote to discontinue and throw up the Highway leading from Willie E. Howes to Newport town line providing Newport will ~~[illegible]~~ [illegible] to meet us

12th To choose a Treasurer Overseers of the poor Fire ward and Health officer

13th To choose one or more constables. collector of taxes surveyors of Highways. fence viewers sealer of weights & measures. Corders of Wood— Surveyors of lumber. cullers of staves. and such other officers and agents as the town may judge necessary to be chosen

14th To see if the town will vote to lay out and open a highway from a point of the road leading by G. F. Deans to No 3 School [illegible] [illegible]

to the residence of D. A. Jones.
Given under our hand and seal
this 21st day of February 1891
C. M. Clough } Selectmen
E. J. Remington } of
G. C. Bugbee } Goshen
a true copy of warrant attest
C. M. Clough } Selectmen
E. J. Remington } of
G. C. Bugbee } Goshen
Goshen March 10th 1891 we hereby
certify that on the 21st day of February
last we posted an attested copy of
the warrant at the place of meeting
within specified and a like copy at
Fair & Tandy's store a public place
in said town
C. M. Clough } Selectmen
E. J. Remington } of Goshen
a true copy attest
N. S. Tandy Town Clerk

and [illegible]
Moderator [illegible]
law [illegible]
Art 3rd Vote[illegible]
and [illegible]
Heard [illegible]
and v[illegible]
voted [illegible]
had present[illegible]
of thanks [illegible]
Art 4 Vote[illegible]
whole [illegible]
Ne[illegible]
[illegible]
and [illegible]
all vo[illegible]
and [illegible]
—Vote[illegible]
whole [illegible]
[illegible]

At a legal Town meeting duly notified and holden on the second Tuesday of March 1891 in the Town Hall at nine o'clock in the forenoon - The meeting was called to order by the Chairman of Supervisors - and the Warrant read by John S Smart 2nd Supervisor The Act to secure purity of elections was read by the Town Clerk - and first

Vote for Moderator

Whole number of votes	89 Votes
necessary for choice	45 "
Burk Booth had	41 "
Elias W. Pike "	48 "

and Elias W. Pike having a plurality of all the votes cast was declared elected by the Supervisor and in open town meeting took the oath of office as prescribed by law -

Vote 2nd

Vote for Town Clerk

Burke Booth had	one vote
[illegible] S. Tandy "	58 "

and Nathan S Tandy was declared by the Moderator elected and took the oath of office by law prescribed

Art 3rd Voted to accept the printed report of the Auditors

Heard the report of the library Committee and voted to adopt and accept the same voted to have the Town Clerk notify those who had presented books to the library a vote of thanks was expressed in our town meeting

Art 4 Vote for 1st Selectmen

Whole no of votes	99
Necessary for choice	50
Burk F Brook	46
Amos M. Blood	53

this place.

Selectman
of Town

by notified
March 1891
in the
ted warden
and the
2nd Supervisor
lections was

89 Votes
45 "
41 "
48 "
ority of all
ing the Supervisor
ath of office

one vote
58 "

and " " " having a majority of
all votes cast was declared elected
and took the Oath of Office by Law provided
Vote for second Selectman
Whole number of votes 101 Necessary for Choice 50.
W. D. Pike Recd 1
Ford H Baker " 42
Eugene I. Runnington " 57
and " " having a
majority of all votes cast was declared
elected and took the oath of Office
by law provided
Vote for 3rd Selectman
Whole no of votes 95
Necessary for Choice 48
John E. Messer 1
Jessial P. Gove 3
Hollis H. Shute 35
Oren E. Farr 56
and " " " having a majority
of all votes cast was declared elected and
took the oath of Office by law provided
On motion voted to pass over Articles
5-6-7-8-9-10 & 11 and take up article 12
Motion was made that Ora Baker cast one
vote for Eben. D. Farr for Town Assessor
Motion voted down [illegible] ballot for

Art 12

Art 12 Town Treasurer -
continued
Elmer D. Farr had 32 votes
and was declared elected - and sworn as
prescribed by law -

Art 13th Voted to leave the assessors of the Poor with
the Selectmen also the appointment of Fire
Wardens and the Health Officer - also Constables
Vote for Tax Collector

Whole no of votes 36
Necessary for choice 19
W. F. Thissell had 1
Joel S. Mansfield " 1
Sylvester Booth " " 1
Burk " " 1
Fred Baker " 1
Byron H. Russell " 31

And " " " was declared elected
not sworn "
Voted to choose Surveyors of Highway by
acclamation

Art 13th
continued Co

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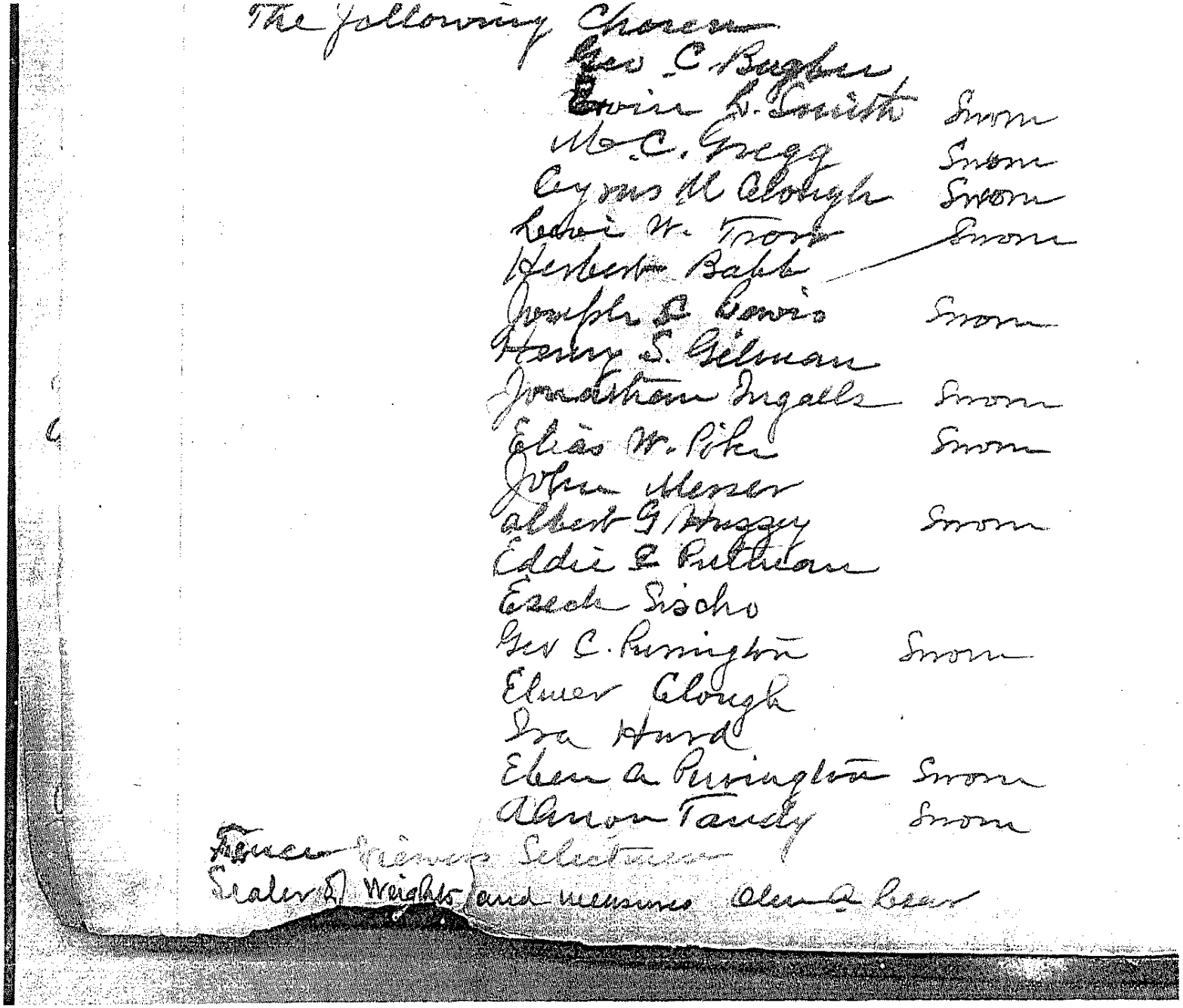

The following Choosen
Geo C Bigelow
Erwin D. Smith Sworn
Wm C. Gregg Sworn
Cyrus M Clough Sworn
Robert W. Frost Sworn
Herbert Babb
Joseph E Davis Sworn
Henry S. Gilman
Jonathan Ingalls Sworn
Elias M. Pike Sworn
John Weaver
Albert G Wagg Sworn
Eddie E Putnam
Enoch Sicho
Geo C. Purington Sworn
Elmer Clough
Ira Hurd
Eben a Purington Sworn
Abner Tandy Sworn
Town Treasurer Selectmen
Sealer of Weights and measures Elmer Lear

2 votes
and sworn as

the Poor with
... of Fire
- also Constables

36
9

Art 13th continued

Corders of Wood: Nathan S. Tandy; Ezra G. Pike, sworn; Eben A. Remington

Surveyors of Lumber: Eben A. Remington; Joseph C. Kertis; Jesiah P. Gove

Culler of Staves: Ariel F. Nelson

Sextons:
- Goshen Corner: Melvin C. Gregg, sworn
- Mill Village: Joseph C. Davis, sworn
- North Goshen: Esek Sischo

Auditors { William T. Thissell } Sworn
Hial F. Watson } Sworn
Elias W. Pike } Sworn

Hog Reefs { John Messer
Elias W. Pike
Albert Hussey

The old board for the Library was reelected
Voted to extend this committee a vote of thanks for their services.
Voted that the Road machine be left in care of the Selectmen
Art 14th Voted to instruct the Selectmen to lay out this road to O. G. Jones' house
On motion it was voted to instruct the Selectmen to forego the property in this town according to the letter of the law - without fear or favor from the Board of Equalization -
Voted to take up articles 5. 6-7-8-9-10 & 11 in regular order
Art 5th Voted to raise $200 for the support of schools besides what the law requires
Art 6th Voted to raise 1/2 of one per cent on the valuation to be expended on highways -
Art 7th voted to raise $500 for support of the Poor and to defray [illegible]

Art. 8th Voted to indefinitely postpone

Art 9th Voted " " "
Voted to reconsider the latter vote
Then voted that the Selectmen be
instructed to hire one man to run the
Road Machine through the town

Art 10th Voted to charge every one for the use
of the Town Hall

Art 11th Voted to throw up the road mentioned
in this article
Voted to adjourn

a true record attest
Nathan S. Tandy
Town Clerk

Goshen N.H. Mch. 11th 1891

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Know al
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Know all men by these presents that we Elmer D. Farr as principal and N.B. Tandy & E.H. Carr as sureties are ——— indebted and firmly bound unto the Town of Goshen in the sum of four thousand dollars to the payment whereof we bind ourselves and our heirs by these presents —

Sealed with our seals and dated this 16 day of March 1891.

The condition of this obligation is such that whereas the said Elmer D. Farr has been chosen a Treasurer for said town for the year 1891 now if the said Elmer D Farr shall well and faithfully perform all the duties of his said office then this obligation shall be void. otherwise to remain in full force

Signed sealed and delivered
in presence of us

Elmer D. Farr
Nathan B. Tandy
E.H. Carr

Approved March 16th 1891

Goshen Vt. March 19, 1891.
a true copy attest
N.B. Tandy Town Clerk

C.M. Colongh
E.J. Pierrington
O.E. Farr
Selectmen
of
Goshen

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remain
Signed a

approve
Goshen Vt. Mar
a true co
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Goshen

a true copy attest
N.B. Tandy Town