

**Sale
Of
Tax Deeded Lands & Town Owned Land
Moultonborough, NH
December 1, 2016**



**Christopher P. Shipp, Chairman
Board of Selectmen**

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NOTICE OF SALE
TAX DEEDED PROPERTIES
MOULTONBOROUGH, NH

By virtue of our authority under Article 33 of the Town Meeting of March 12, 2003, we offer for sale three (3) parcels of tax deeded land. Sealed bids will be accepted until 2:00 p.m. on Thursday, December 1, 2016, in the Offices of the SelectBoard, 6 Holland Street, PO Box 139, Moultonborough, NH, 03254 at which time they will be opened and publicly read aloud.

A package with further information on the conditions of sale, maps and the like is available at said offices during normal business hours for payment of a non-refundable fee of \$25.00. Bid forms may be picked up at no cost. Said bid package is also available on-line at www.moultonboroughnh.gov (Click on Paid, Volunteer and Contract Opportunities).

Tax Deeded Parcels:

Parcel 1: Spitzen Street; Land in said Town of approximately 10,454.4 +/- s.f., shown on Assessor's Map 130 Lot 021. For title see Carroll County Registry of Deeds Bk 3043 Pg 0306.

Parcel 2: Rose Lane; Land in said Town of approximately 104,544 s.f. +/-, shown on Assessor's Map 166 Lot 007. For title see Carroll County Registry of Deeds Bk 3043 Pg 0305.

Parcel 3: 4 Whittier Highway - Land Only; Land in said Town of approximately 43,124.4 s.f. +/-, shown on Assessor's Map 170 Lot 002. For title see Moultonboro v. Bissonnette,

published in 105 N.H., pg. 210 (1963) N.H. Supreme Court.

In addition to the purchase price the successful bidder must pay all deed preparation, recording, and legal services regarding the sale of the property in the amount of \$350.00. Additional fees may apply depending upon the parcel that you acquire.

All bidders are required to pay a bid deposit of \$350.00 in the form of cash or a bank check to assure their completion of the purchase. This deposit is applied toward the purchase price and all related expenses identified above.

Successful bidders must close on the sale within forty five (45) days of being notified that their bid has been accepted. All bids may be held for a period of forty five (45) days to evaluate them and account for certain rights of refusal.

If mailed, each bid should be in a separate sealed envelope marked, Sale of Tax Deeded Lands Moultonborough, NH, December 1, 2016 to protect against them being opened in error.

Any questions with respect to this invitation must be received, in writing by mail (above address), fax (603.476.5835) or email wjohnson@moultonboroughnh.gov, to Town Administrator, Walter P. Johnson, no later than 4:00 p.m. on November 18, 2016.

The town reserves the right to reject any and all bids, and waive any minor or non-material informalities, if deemed to be in its best interests.

Christopher P. Shipp, Chairman
Board of Selectmen

Advertised: Meredith News 11/3/16 & 11/10/16
Laconia Daily Sun 11/1/16 & 11/8/16

Posted: Town BBs (Seven)
Town Web Site
NHLGC
Standard Mailing List

Conditions of Sale

- 1.) There is no required minimum acceptable bid.
- 2.) You must use a separate bid form for each parcel you bid upon.
- 3.) You must submit each bid form in a separate sealed envelope.
- 4.) You must submit a deposit of \$350.00, in the form of cash or a bank check (i.e. cashier's, certified, money order), with each bid. This deposit will be held for a period of up to 45 days for us to evaluate the bids and notify the parties of our decision.
- 5.) If you are informed you are the successful bidder you will have fifteen days in which to pay any the amount you have proposed to pay for the parcel that you have bid upon. This will be held until the various rights of first refusal have been exhausted and the closing. At that time you will pay any final sums owed to the Town. If you do not pay the amount you bid on the parcel within said fifteen days the initial bid deposit of \$350.00 will become the property of the Town of Moultonborough.
- 6.) Abutters (i.e. those whose property lines touch upon the property line of the property being sold) who bid on parcel will have the right of first refusal at the highest bid price. In the case of more than one abutter having bid on the property, the right of first refusal will first be assigned to those abutters which jointly made a bid so that they might each improve their respective lots and then in order of the highest to lowest bid of any other abutters who may have bid on the parcel.
- 7.) Certain parcels may also be subject to rights of refusal, at the highest bid price, by the Property Owner's Association of Suissevale, Inc (POASI), Balmoral Improvement Association and/or others.
- 8.) If the land is acquired by an abutting property owner(s), the bidder(s) may merge the parcel being acquired with their lot(s) prior to the property being transferred. For information you may contact Ms. Bonnie Whitney, Administrative Assistant in the Office of Development Services, 603.476.2347 or bwhitney@moultonboroughnh.gov.
- 9.) In addition to the purchase price and a lump sum fee of \$350.00 to cover our attorney and recording costs, you must also pay the transfer tax of \$15 per thousand dollars of sales price, the recording fee for any notices of a merger of lots, and any similar closing costs of which none are currently known to exist.
- 10.) The Town makes no express or implied warranties of any information contained herein. All parcels are sold without warranty as to suitability for building, the ability to gain any desired regulatory approval from the town (i.e. zoning compliance), or the absence of any environmental hazard. Bidders are responsible for performing their own due diligence appropriate to the purchase of any real estate.

11.) Any questions with respect to this invitation must be received, in writing by mail, PO Box 139, Moultonborough, NH 03254, fax 603.476.5835, or email, wjohnson@moultonboroughnh.gov, to Town Administrator, Walter P. Johnson, no later than 4:00 p.m. on November 18, 2016. Copies of the answers will be posted on line no later than 4:00 p.m. on November 23, 2016. It is the responsibility of the bidders to check on-line and account for any addendum so issued.

EXHIBIT A
Tax Maps, Aerial Photos
And
Assessment Data
Parcels 1 to 3

CONSTRUCTION DETAIL **CONSTRUCTION DETAIL (CONTINUED)**

Element	Cd	Ch	Description	Element	Cd	Ch	Description
Model	00		Vacant				

MIXED USE

Code	Description	Percentage
9035	TOWN-PROP MDL-00	100

COST/MARKET VALUATION

Adj. Base Rate:	0.00
Net Other Adj:	0
Replace Cost	0.00
AYB	0
EYB	0
Dep Code	
Remodel Rating	
Year Remodeled	
Dep %	
Functional Obslnc	
External Obslnc	
Cost Trend Factor	1
Condition	
% Complete	
Overall % Cond	
Apprais Val	
Dep % Ovr	0
Dep Ovr Comment	
Misc Imp Ovr	0
Misc Imp Ovr Comment	
Cost to Cure Ovr	0
Cost to Cure Ovr Comment	

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)

Code	Description	Sub	Sub Descrip	L/B Units	Unit Price	Yr	Gde	Dp Rl	Chd	%Chd	Apr Value
BUILDING SUB-AREA SUMMARY SECTION											
Code	Description			Living Area	Gross Area		Eff. Area		Unit Cost		Underec. Value
				0	0		0		0		
				Tl. Gross Liv/Lease Area:					0		

No Photo On Record

130-021-000-000-000

KNOW ALL MEN BY THESE PRESENTS

That I, Susette M. Remson, Tax Collector of the Town of Moultonborough, in the County of Carroll, and the State of New Hampshire, for the year 2012, by the authority vested in me by the laws of the State, and in consideration of FOUR HUNDRED TWENTY FIVE DOLLARS AND NINETY SEVEN CENTS (\$425.97) paid by the Town of Moultonborough, located at 6 Holland St., Moultonborough, NH 03254 do hereby sell and convey to the said Town of Moultonborough, its successors/heirs and assigns a certain tract or parcel of land situated in Moultonborough, NH, aforesaid, to have and to hold with the appurtenances forever, taxed by the Assessing Officials in 2009 to BARBARA MARTINO, MAURICE GUERTIN, ELIZABETH GIFFORD AND VIRGINIA CERRETO property described in the Warrant Book as SPITZEN STREET 130-021-000-000-000.

Meaning and intending to convey the same premises as conveyed to Adelaide A. Guertin by deed of R & W Realty Co. See also 1991 Carroll County Probate Records of Adelaide A. Guertin.

This deed is the result of the tax lien execution held at the Tax Collector's Office in Moultonborough, New Hampshire, on the 5th day of April, 2010, and I hereby covenant with the said Town of Moultonborough that in making this conveyance, I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner foresaid.

In Witness Whereof, I have hereunto set my hand and seal, the 29th of November, in the year of our Lord 2012.

Susette M. Remson
Susette M. Remson
Tax Collector

State of New Hampshire, Carroll. November 29, 2012

Personally appearing Susette M. Remson above named, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me

Alison Grace Kepple
Notary Public



BK3043PG 306

CURRENT OWNER	TOPO	UTILITIES	STRT./ROAD	LOCATION	DESCRIPTION	CURRENT ASSESSMENT	1612
MOULTONBOROUGH TOWN OF	4 Rolling		1 Paved	3 Rural	EXM LAND	Code 9035 Appraised Value 62,200 Assessed Value 62,200	MOULTONBOROUGH, N
PO BOX 139							
MOULTONBOROUGH, NH 03254							
Additional Owners:	SUPPLEMENTAL DATA						
	Other ID: 029/004/M00/000/ OLD MBLU 029/004/M00/000/ BAY SEWER						
	ASSOC PID#						
	GIS ID: 166007000						



RECORD OF OWNERSHIP	BK-VOL/PAGE	SALE DATE	q/u	w/i	SALE PRICE	V.C.	Yr. Code	Assessed Value	Yr. Code	Assessed Value	Yr. Code	Assessed Value			
MOULTONBOROUGH TOWN OF	3043/0305	12/04/2012	U	V	669	35	2016	62,200	2015	9035	62,200	2014	9035	62,200	
DISALVO PETER A	1360/0025	12/01/1988	U	V	0	00	9035								
Total:													62,200	62,200	62,200

EXEMPTIONS	Description	Amount	Code	Description	Number	Amount	Comm. Int.	
OTHER ASSESSMENTS								
Total:								62,200

Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.	
ASSESSING NEIGHBORHOOD									
Total:									62,200

NBHD/SUB	NBHD Name	Street Index Name	Tracing	Batch
0001/A				

12/4/12 TAX DEED
 1/16/13 CHANGE TO 9035
 NOTES
 EXEMPT VACANT LAND

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	
BUILDING PERMIT RECORD									
Total:									62,200

B	Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	I	Factor S.A.	Acre	C	Factor	ST	Adj.	Notes-Adj.	Special Pricing	S Adj	Fac	Adj.	Unit Price	Land Value
1	9035	TOWN-PROP	MDL-00	RA			43,560	SF	1.30	1.0000	5	1.0000	1.00	0.00	0.00			1.00	1.00		1.30	56,600
1	9035	TOWN-PROP	MDL-00	RA			1,40	AC	4,000.00	1.0000	0	1.0000	1.00	0.00	0.00			1.00	1.00		4,000.00	5,600
Total Card Land Units: 2.40 AC Parcel Total Land Area: 2.4 AC Total Land Value: 62,200																						

Date	Type	IS	ID	Cd.	Purpose/Result
08/05/2013			RK	16	Field Review
07/11/2013			KL	16	Field Review
02/14/2008			RK	OC	Quality Control
12/12/2003			PM	00	Measur+Listed

APPRaised VALUE SUMMARY	Appraised Bldg. Value (Card)	Appraised XF (B) Value (Bldg)	Appraised OB (L) Value (Bldg)	Appraised Land Value (Bldg)	Special Land Value	Total Appraised Parcel Value	Valuation Method:	Exemptions	Adjustment:	Net Total Appraised Parcel Value
	0	0	0	0	0	62,200				62,200

PREVIOUS ASSESSMENTS (HISTORY)	Yr. Code	Assessed Value	Yr. Code	Assessed Value	Yr. Code	Assessed Value	
62,200	2015	9035	62,200	2014	9035	62,200	
Total:							62,200

APPRaised VALUE SUMMARY	Appraised Bldg. Value (Card)	Appraised XF (B) Value (Bldg)	Appraised OB (L) Value (Bldg)	Appraised Land Value (Bldg)	Special Land Value	Total Appraised Parcel Value
	0	0	0	0	0	62,200

APPRaised VALUE SUMMARY	Appraised Bldg. Value (Card)	Appraised XF (B) Value (Bldg)	Appraised OB (L) Value (Bldg)	Appraised Land Value (Bldg)	Special Land Value	Total Appraised Parcel Value
	0	0	0	0	0	62,200

APPRaised VALUE SUMMARY	Appraised Bldg. Value (Card)	Appraised XF (B) Value (Bldg)	Appraised OB (L) Value (Bldg)	Appraised Land Value (Bldg)	Special Land Value	Total Appraised Parcel Value
	0	0	0	0	0	62,200

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)								
Element	Cd	Ch	Description	Element	Cd	Ch	Description					
Model	00		Vacant									
				MIXED USE								
				9035 TOWN-PROP MDL-00 100								
				COST/MARKET VALUATION								
				Adj. Base Rate: 0.00								
				Net Other Adj: 0								
				Replace Cost: 0.00								
				AYB: 0								
				EYB: 0								
				Dep Code:								
				Remodel Rating:								
				Year Remodeled:								
				Dep %:								
				Functional Obslnc:								
				External Obslnc:								
				Cost Trend Factor:								
				Condition:								
				% Complete:								
				Overall % Cond:								
				Apprais Val:								
				Dep % Ovr:								
				Dep Ovr Comment:								
				Misc Imp Ovr:								
				Misc Imp Ovr Comment:								
				Cost to Cure Ovr:								
				Cost to Cure Ovr Comment:								
OB-UTTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Descrip1	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value
BUILDING SUB-AREA SUMMARY SECTION												
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprc. Value						

No Photo On Record



166-007 TAX DEED SALE

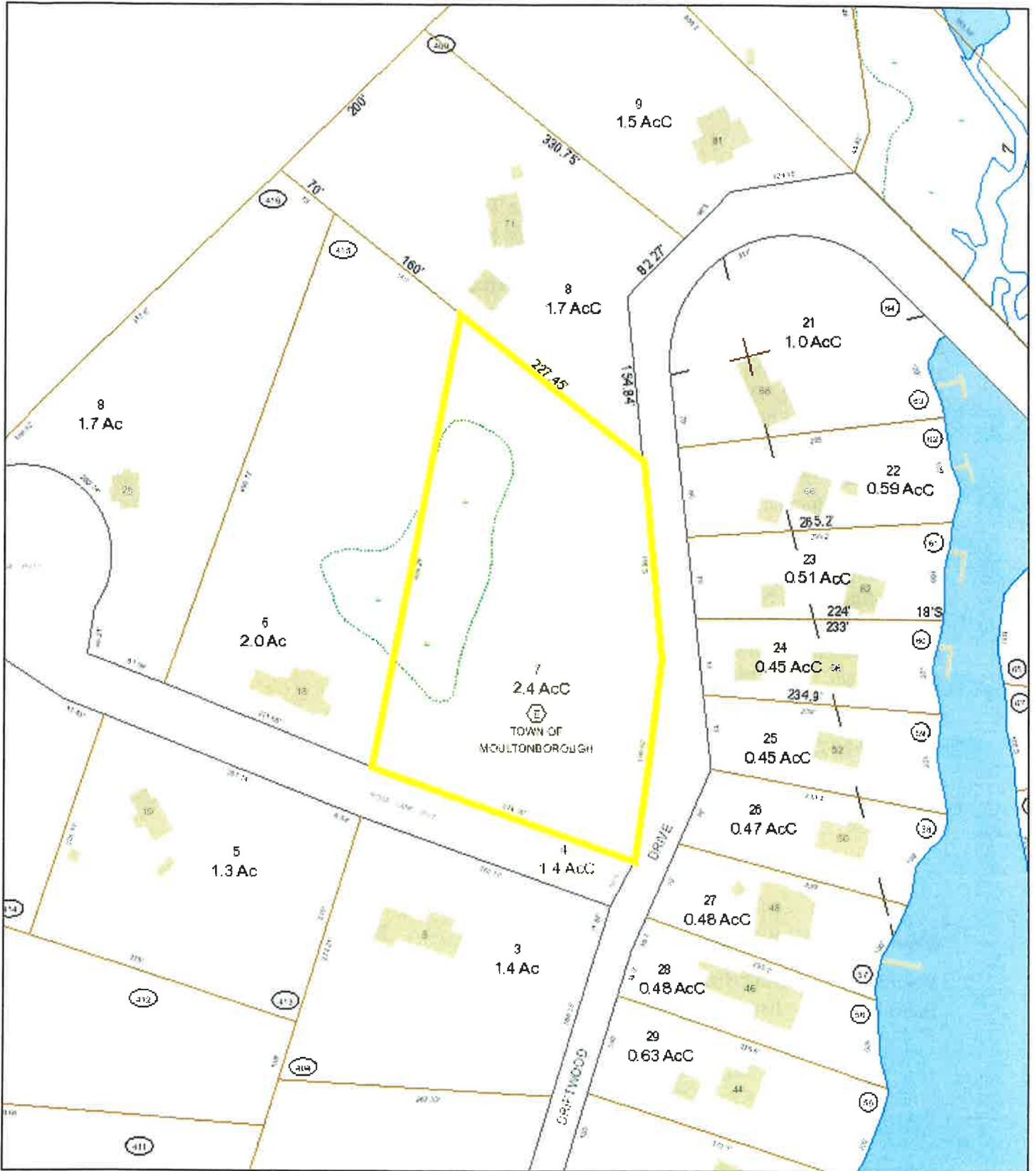
Moultonborough, NH



August 15, 2016

1 inch = 134 Feet

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Pamela C. Berlind, Deputy
Register of Deeds, Carroll County

166-007-000-000-000

KNOW ALL MEN BY THESE PRESENTS

That I, Susette M. Remson, Tax Collector of the Town of Moultonborough, in the County of Carroll, and the State of New Hampshire, for the year 2012, by the authority vested in me by the laws of the State, and in consideration of SIX HUNDRED SIXTY NINE DOLLARS AND FIFTY NINE CENTS (\$669.59) paid by the Town of Moultonborough, located at 6 Holland St., Moultonborough, NH 03254 do hereby sell and convey to the said Town of Moultonborough, its successors/heirs and assigns a certain tract or parcel of land situated in Moultonborough, NH, aforesaid, to have and to hold with the appurtenances forever, taxed by the Assessing Officials in 2009 to PETER A. DISALVO property described in the Warrant Book as ROSE LANE 166-007-000-000-000.

Meaning and intending to convey the same premises as conveyed to Peter A. DiSalvo by deed of Apple Tree Homes, Inc.

This deed is the result of the tax lien execution held at the Tax Collector's Office in Moultonborough, New Hampshire, on the 5th day of April, 2010, and I hereby covenant with the said Town of Moultonborough that in making this conveyance, I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner foresaid.

In Witness Whereof, I have hereunto set my hand and seal, the 29th of November, in the year of our Lord 2012.

Susette M. Remson
Susette M. Remson
Tax Collector

State of New Hampshire, Carroll, SS

November 29, 2012

Personally appearing Susette M. Remson above named, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me

Alison Grace Kepple
Notary Public

ALISON GRACE KEPPLER, Notary Public
My Commission Expires September 19, 2017



BK 3043 PG 305

CONSTRUCTION DETAIL

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Model	00		Vacant				

MIXED USE

Code	Description	Percentage
9035	TOWN-PROP MDL-00	100

COST/MARKET VALUATION

Adj. Base Rate:	0.00
Net Other Adj:	0
Replace Cost	0.00
AYB	0
EYB	0
Dep Code	
Remodel Rating	
Year Remodeled	
Dep %	
Functional Obslnc	
External Obslnc	
Cost Trend Factor	1
Condition	
% Complete	
Overall % Cond	
Apprais Val	
Dep % Ovr	0
Dep Ovr Comment	
Misc Imp Ovr	0
Misc Imp Ovr Comment	
Cost to Cure Ovr	0
Cost to Cure Ovr Comment	

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)

Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rl	Cnd	%Cnd	Apr Value
SHD2	SHED GOOD/I			L	288	16.00	2006	0			75	3,500

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value

No Photo On Record

Ttl. Gross Inv/Lease Area:

0

0

0

0

Carroll,
No. 5142.

MOULTONBORO v. ARTHUR J. BISSONNETTE.

Argued October 1, 1963.

Decided December 30, 1963.

1. Ancient town titles based on legislative and municipal activity are accorded a presumption of validity when subjected to attack in the Twentieth Century, and the burden is on the contestant to show a better title.
2. Where a town had record title to a landing area adjacent to public waters and exercised dominion over it and had attempted to prevent one who recently purchased a boathouse in a dilapidated condition in the area from building a new one on the site the town was held entitled to maintain injunctive proceedings where the evidence warranted the finding that the town used seasonable diligence in protecting its rights, and the town's right of access to the landing area would be adversely affected by such building.

The plaintiff, claiming littoral ownership of land on Lake Winnepesaukee, hereinafter referred to as the landing place, seeks an injunction to restrain the defendant from maintaining a boathouse in the waters of Lake Winnepesaukee almost directly in front of plaintiff's property on the shore of said lake. The Court after hearing and a view of the premises made certain findings and rulings, together with a decree for the plaintiff, and an order that the defendant remove his boathouse. The defendant's exception to certain findings and rulings and the decree and order of the Court were reserved and transferred by *Keller, J.*

The history and chronological order of events culminating in this litigation appears in certain pertinent findings of the Court hereinafter quoted.

"The landing place is bounded on the north by a State highway, on the south by the Lake, on the west by a line separating not only the Towns of Moultonboro and Center Harbor, but also the Counties of Carroll and Belknap, and on the east by the land of a person not involved in this suit. The landing place is approximately 380' in depth from the highway to the Lake and about 132' in width. There is a road running from the State highway, across the westerly half of the landing place, to the Lake, and known as the 'Bean Road Extension.' There is a two story building at the northerly end of the landing

place, facing the highway.

"The defendant's boathouse is erected on stone cribs in the Lake, with its northerly end about 82' southerly from the shore of the landing place; it is approximately 38' long in a north-south direction, and about 22' wide; it is approximately opposite the midpoint of the shore line of the landing place. . . .

"In 1960 the defendant purchased a boathouse which was situate in the same location where his present one is, was about 36' by 18', and was then in a dilapidated condition, having been erected around 1907 or 1908. The defendant had that one removed, both the building and the cribs, and a new one erected in the spring of 1961.

"The plaintiff Town, through a selectman, notified the defendant's contractor on March 3, 1961, and the defendant on March 4, 1961, not to erect a new boathouse; at that time the old boathouse had been removed, and part of the new cribbing was in, but work had not started on the new building. The plaintiff instituted this suit on March 29, 1961, and in the meantime the defendant had substantially completed the new boathouse. . . .

"The Town claims title to the landing place by virtue of a layout as such. The Moultonboro Charter of 1763 (N. H. State Papers, Vol. XXVII, Pages 521, 523) provided in part that ' . . . at the end of the highways at the Pond suitable Lots or Parcels of Land shall be left for landing places ' At the Town meeting on March 10, 1818, a committee of three was appointed to 'look after the landing place near Center Harbor,' and in 1819 the committee recorded in the Town Records its report that it had attended to its duty to lay out a landing place agreeable to the Charter, together with a plan of the landing place as laid out, which is the one described above.

"In 1929 the Town gave one Charles Leighton a 10 year lease of a parcel of land at the northeasterly corner of the landing place; the two story building is on this parcel of land. In 1929 the Town gave a life lease to one Edward Nichols of another parcel from the landing place, southerly of the parcel leased to Leighton, and running as far southerly as a line 20' northerly of the shore line, with the right to use the shore in common with the public, and let boats therefrom."

Nighswander, Lord & Bownes (Mr. Hugh H. Bownes orally), for the plaintiff.

Wescott & Millham (Mr. Harold E. Wescott orally), for the defendant.

KENISON, C.J. The plaintiff municipality claims title to the landing place by virtue of its charter of 1763 (N. H. State Papers, Vol. XXVII, p. 521, 523); a vote of the town meeting on March 10, 1818 appointing a committee of three to "look after the landing place near Center Harbor"; and the recording of the committee report of 1819 in the town records stating that it had attended to its duties to lay out a landing place agreeable to the charter together with a plan thereof.

The defendant maintains that the layout was illegal, and that there was no authority for such a layout by a town committee. While it is true that early land titles in New Hampshire are permeated with certain informalities and some indefiniteness, titles, derived from public grants, have been given a presumption of regularity. *Bow v. Allenstown*, 34 N. H. 351. See also, the historical construction placed on early titles in *Hampton v. Palmer*, 102 N. H. 127. In addition to the presumption of regularity in such cases the burden has been placed on the contestant to show a better title than the town in order to successfully maintain his claim. See *Fowler v. Owen*, 68 N. H. 270. This has tended to alleviate uncertainty of title which would otherwise result. *Cushing v. Miller*, 62 N. H. 517. See Akagi, *The Town Proprietors of the New England Colonies* (1924). "Few states have had as many difficulties concerning the derivation of private land titles as New Hampshire. The indefiniteness and overlap of early charters, the conflicts between grants made by the King, by the New England Council, by Indians, by Mason, by New Hampshire towns and colony and by Massachusetts Bay have resulted in a century and a half of considerable litigation." 1 Powell, *Real Property*, s. 57, p. 162 (1949); Sanborn, *New Hampshire*, p. 24 (1904); Fry, *New Hampshire as a Royal Province*, pp. 209-320 (1908). In spite of these difficulties early titles based on legislative and municipal activity have been accorded a presumption of validity when subjected to attack in the Twentieth Century. *Dana v. Craddock*, 66 N. H. 593.

In addition to its record title mentioned above the plaintiff municipality has exercised dominion over the landing place by various leases executed in 1929 and by its actions in attempting to prevent the defendant from rebuilding a boathouse in the

waters of Lake Winnepesaukee situate in front of the landing place on the shore of the lake. We conclude, as did the Trial Court, that the plaintiff had standing to bring this petition for injunction and that its title in fee is valid. See *Cilley v. Cayford*, Smith Report 150 (1807). While it is true that acts of dominion by the plaintiff municipality have not been as extensive between 1818 and 1929 as they had thereafter, this is not fatal to its title. "Experience does not justify the presumption that the community at large will assert their public rights, with the same promptness with which individuals assert their private rights. The opposite is notoriously true." *State v. Company*, 49 N. H. 240, 252; *State v. Stafford Company*, 99 N. H. 92, 97.

The Trial Court made alternative findings and rulings on the question of the plaintiff's laches in maintaining its rights against the defendant. On the evidence it decided that the town used seasonable diligence in protecting its rights and was not guilty of laches and this finding is supported by the evidence. The defendant purchased the boathouse in a dilapidated condition in 1960 for \$350. He was warned by the selectmen of the town after he had expended \$1500 in rebuilding a new boathouse to discontinue this operation but he continued to complete it. The defendant's title is not traced to any grant from the town (*cf. Cheever v. Roberts*, 82 N. H. 289, 291.) and there has been no action by the town which could be construed as encouraging the rebuilding of the boathouse in front of the landing place. Inasmuch as the town's right of access to and from the landing place will be adversely affected by the defendant's acts, the granting of an injunction against the defendant was proper. *Hoban v. Bucklin*, 88 N. H. 73; *Hartford v. Gilmanton*, 101 N. H. 424; RSA 477:34.

The Trial Court as an alternative ruling on laches held that this defense was not available against the town for the same reason that it was not available against the State. Reliance was placed on the following quotation from *State v. Stafford Company*, 99 N. H. 92, 97: "Since the State's rights in land and waters are not always enforced and protected with the same alacrity as private rights . . . the Legislature has provided that no person can acquire title to State lands by adverse possession . . . For the same reason it has been decided that the State does not forfeit or lose its rights to public lands and waters by laches, estoppel or waiver." We find it unnecessary to determine this question because in any event the Trial Court's ruling

that laches did not apply on the facts of this case is supported by the record. *Hampton v. Palmer*, 102 N. H. 127; *Hampton v. Seabrook*, 98 N. H. 84, 89.

Exceptions overruled.

All concurred.

Rockingham,
No. 5158.

RONALD A. GRISWOLD & a.

v.

EDMUND F. RICHARDS, *Adm'r.*

Argued December 3, 1963.

Decided December 30, 1963.

1. In actions against an operator to recover for injuries sustained by passengers in a motor vehicle operated in a test of maximum acceleration the evidence required that the jury be instructed in accordance with requests that the plaintiffs were entitled to verdicts if the jury found that they did not voluntarily encounter the danger of traveling around a curve at high speed after the test had been completed, and that they exercised reasonable care after that danger arose.
2. In such case, the plaintiffs were also entitled to instructions that the jury should take into account the circumstance that the driver and not the passengers had control of the speeding vehicle and that their duty as passengers was of a different order from that of the driver.
3. While instructions are not required to be given in the exact phraseology requested appropriate instructions should be given where requests direct attention to an issue upon which instructions are required.

Six actions of case against the estate of a minor to recover for personal injuries and resulting consequential damages suffered in an accident at Newmarket on September 29, 1959, when an automobile operated by the defendant's intestate left the highway and overturned, killing the operator at the scene and injuring the three minor plaintiffs. Trial by jury with a view. Verdicts for the defendant.

BID FORMS

Town of Moultonborough

Tax Deed Property Sale

Bid Form

(Please Use a Separate Form for Each Parcel you are Bidding On)

(Please Print or Type)

Name of Bidder: _____

Address: _____

Contact Person: _____
Telephone _____ Fax _____

Email

Submitted herewith is my bid for Parcel # _____ Map # _____ Lot # _____:

In Numbers

In Words (Dollars and Cents)

This bid is accompanied by a bid deposit (cash or bank check) in the amount of \$350.00 which you may hold for forty five (45) days while you evaluate my bid. I understand that I forfeit this deposit if I do not pay to you, in addition to the foregoing, the sum I bid above within fifteen (15) days of being notified I am the apparent high bidder.

I certify, under the penalties of perjury, that (1) I have had an opportunity to view the full bid package and am aware it was my responsibility to perform my own due diligence appropriate to the purchase of real estate, (2) I am fully authorized to submit this bid, (3) I have not engaged in discussions, negotiations, or collusion with any person to determine what my bid will be and (4) that I, to the best of my knowledge and belief, have paid all local taxes, fees, assessments, betterments or other municipal charges that I am liable for.

Signature