



James Cradock, Chair
Jessica Lauren Lipton, Vice Chair
Councilor Pious Ali
Nick Aceto
Anna Berke
Gibrian Foltz, Creative Portland
Diana Greenwold
Lin Lisberger
Kavya Seshachar

Management & Administration
Caitlin Cameron
Urban Designer, Planning Division

PORTLAND PUBLIC ART COMMITTEE

Wednesday, July 15, 2020

4:00 p.m. – 6:00 p.m. Online via Zoom

Attendance: Jim Cradock, Chair, Jess Lipton, Vice-Chair, Lin Lisberger, Anna Berke, James Cradock, Gibrian Foltz, Jess Lipton Nick Aceto, Diana Greenwold, Mayor Snyder, Kavya Seshachar

Not in attendance: none

Staff: Caitlin Cameron

Members of the Public: none

Call to Order 4:05

Approve Minutes from June 17, 2020 [**Lisberger; Greenwold 8-0 unanimous approval**]

Project Reports

Great Black Hawk: July 17 installation. Lisberger will confirm status of the bronze plaque/sign delivery. Kirby will prepare a press release on behalf of PPAC. Lisberger updated that the plaque was delivered by Burr to the monument company that day. PPAC members are invited to the unveiling ceremony on July 17th @11a.

Maintenance/Conservation: no updates – some outstanding items on the current contract to be completed. Lisberger spoke with Taggart about assessing the mural as additional scope.

Congress Square: Design Development of the artwork will conclude August with delivery of renderings. Sze Studio is proposing lighting changes – this will mean additional expenses for design and installation. Cradock asked whether that has implications on the utility layout (Cameron answered not in the Phase 1 but will need to be addressed during construction documents for Phase 2).

MLK Memorial: No updates

Roundabout: Project remains on schedule for now; construction continues.

East Bayside Mural: Cameron initiated a conversation about the potential deaccession of the Schoultz mural at Fox Field. The Facilities department reported further tagging to the mural and interest for a temporary project there. The state of the mural is also deteriorated. Lisberger recalled the artist has been difficult to get a hold of in the past. Greenwold asked who is responsible for maintenance of the artwork. Lisberger responded that PPAC is financially responsible for the artwork itself. Cradock suggested getting Taggart's opinion on the status and cost of conservation prior to contacting the artist regarding deaccession. Lipton agreed she would like a sense of the cost to maintain the artwork. Feels this conversation overlaps with the task set forward by the recent Council resolution – would like more information before making a decision. Kirby requested there be a plan in place to replace the artwork before taking it away. General consensus from committee that more information is needed prior to making

a recommendation regarding deaccession. The questions was raised whether the graffiti should be removed at this time – Lipton suggested that unless the tagging is profane/obscene could wait until a decision is made about the deaccession vs. conservation. Learning Works was proposed as a possible resource here.

Subcommittee Reports – need to confirm subcommittee members

Governance/Board Development:

- Council Resolution: The committee reviewed the clause pertaining to public art in the recent Council resolution regarding racial equity. Mayor Snyder provided context for the resolution and public art clause: artists approached the City offering gifts of artworks related to racial equity (Ryan Adams and Susannah Hunt). The resolution is to determine whether existing or new policies exist to allow for these kinds of installations, including temporary installations within the street. Several committee members asked whether existing processes, including the temporary art permit process could accommodate this kind of project. Lipton proposed the existing temporary art guidelines and process might be amended to allow quicker response to timely proposals. Lipton also posited whether the committee might establish a permanent location as a pre-approved site for temporary art. Cradock proposed using the existing guidelines to determine if the proposal should be categorized as permanent or temporary. Lipton offered to draft revisions to the temporary art guidelines. Mayor Snyder has had conversations with the artists and their proposal is a gift and not proposed to have cost implications to the City. She asked whether there is process in place that allows for community engagement especially when the content may be political. Lisberger asked how this proposal cannot fit within the temporary art permit process. Lipton suggested revisions that better address street/painting projects. Lisberger felt enough flexibility was already written into the guidelines/process and to remember that City Council would have to approve any revisions. Mayor Snyder raised the point that there are special considerations for alterations to the sidewalks and streets and other agencies may need to be involved such as Maine DOT. The wastewater wall is considered too temporary and out of sight to accommodate some of these proposals. Lipton added that PPAC could identify streets as eligible locations. Cameron added that there are other examples of how temporary artwork happens in the city including through event permits and city projects such as the electrical box painting where the City initiates a project on its own property without the need for a permit/public review. Cradock felt public process is important here and asked what the next steps are. Lipton proposed this is the purview of the Sites Selection Subcommittee to discuss potential sites. Cameron asked the Mayor what the timeline is for the tasks of the Council resolution and whether the committee felt their monthly meetings were sufficient public forum to engage this work and conversation. Mayor responded that there is no specific deadline and should not be rushed. Committee agreed that no public process beyond the monthly meeting was needed for this work.

Action items: Cradock offered to meet with the artists to review the proposal and give guidance on process forward. Lipton will consider potential revisions to the existing temporary art guidelines.

[Snyder leaves 5:15p]

- Budget: Committee reviewed a revised version of the FY21 Budget proposal. Revisions include \$12k for contingency, \$33k for new project. Lisberger voiced support for designating Bramhall Square as a new project. Cradock agreed. Committee will wait to vote on the budget with the Annual Report in September. Lisberger asked when these will be brought to the Council? Cradock decided to hold these items until September.
- Annual Report – Cradock would like to revise to add goals around education and the decolonization recommendations. The site priority list should also be included. New projects such as the pinecone gift and Blaze community artwork will need to be added if approved. Should goals for FY21 be added regarding decolonization of collection? Revisions to the temporary art guidelines could also be incorporated into the annual report.

Communications: Action Item: Lipton will schedule a meeting of this subcommittee

- **Marketing:** none

- **Sculpture of the Month:** none
- **Social Media:** Seshachar prosed a social media scavenger hunt to encourage engagement with the collection. Lisberger asked how to market this idea.
- **USM Video:** Cradock posted video as well as updated Lincoln Park photos.
Action item: Cradock will provide analytics from Facebook and website.

Site Selection: Action Item: Lipton will schedule a meeting of this subcommittee

- Potential sites and priorities: Aceto is updating maps to reflect public/private parcel info. Existing sites map is missing identified gateway locations. Lipton would also like to identify wall locations for murals as well as priority sites.

Gifts:

- Lipton to contact Aida Wojcik to decline mosaic proposal.
- Gifts committee conducted a site visit and made recommendations for the Pinecone sculpture by Pat Pluorde, proposed Deering Oaks site. Historic Preservation will hear the proposal at the September 2nd meeting. Parks Department was contacted. The question was raised how to handle future proposals within Deering Oaks which is becoming saturated with artwork/memorials.

Other Business:

- **Community Artwork – Blaze:** Cameron presented the final proposal and budget request. Lipton asked for clarification of the funding sources. Cameron is contributing \$2,000 in cash, budget differentiates between in-kind contributions and requested funds. Have not heard from Maine Arts Commission regarding grant application. Lipton expressed concern about PPAC funding going to PPAC members and the optics of their involvement. Is there quorum for a vote with two members recused? Yes, 7 members. Lipton asked whether the funding could be split into installations. Berke asked whether other projects are losing out if the requested amount goes to this project – using funds from previously approved fiscal years where no community art proposals were received. Greenwold voiced the opinion that the project should be funded in full or not at all. This project is not being chosen over other projects – no competitive process for this category of artwork. Berke asked whether it is okay to combine funds from past years. Lisberger asked someone to draft talking points about the project in case of inquiries.

[Aceto leaves 6:15pm]

[Greenwold leaves 6:21pm]

- **Temporary Art:** TEMPOArts installation opening reception July 24th. Tempo provided a price list to acquire the work if that interests the committee in the future.
- **Collection Research/Assessment:** Cradock reported that Maine Historical Society is writing a report about George Cleeves. Lisberger asked how to address a memorial that is to more than one person.

Next Meeting – August 19, 2020 (online) one hour only

Adjourn at 6:21 pm

JONATHAN TAGGART
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July 30, 2020

TO: City of Portland Maine, Public Art Committee
 Caitlin Cameron, James Cradock, Lin Lisberger, Narcissa Gold

Assessment of Andrew Schoultz mural

On Monday July 27, 2020 I came down to Portland to assess the Andrew Schoultz mural. By chance I met Bob Weyer there. He explained to me that graffiti from activity in the area had been removed recently from the mural and showed me one of the areas where it had been removed.

CONDITION

Overall the mural has deteriorated. There is substantial, to complete paint loss along the bottom edge of the mural and along the left side. Upper areas of the mural remain in better condition but exhibit minor to substantial losses throughout. The right side and center of the mural remains in better condition than the left side.



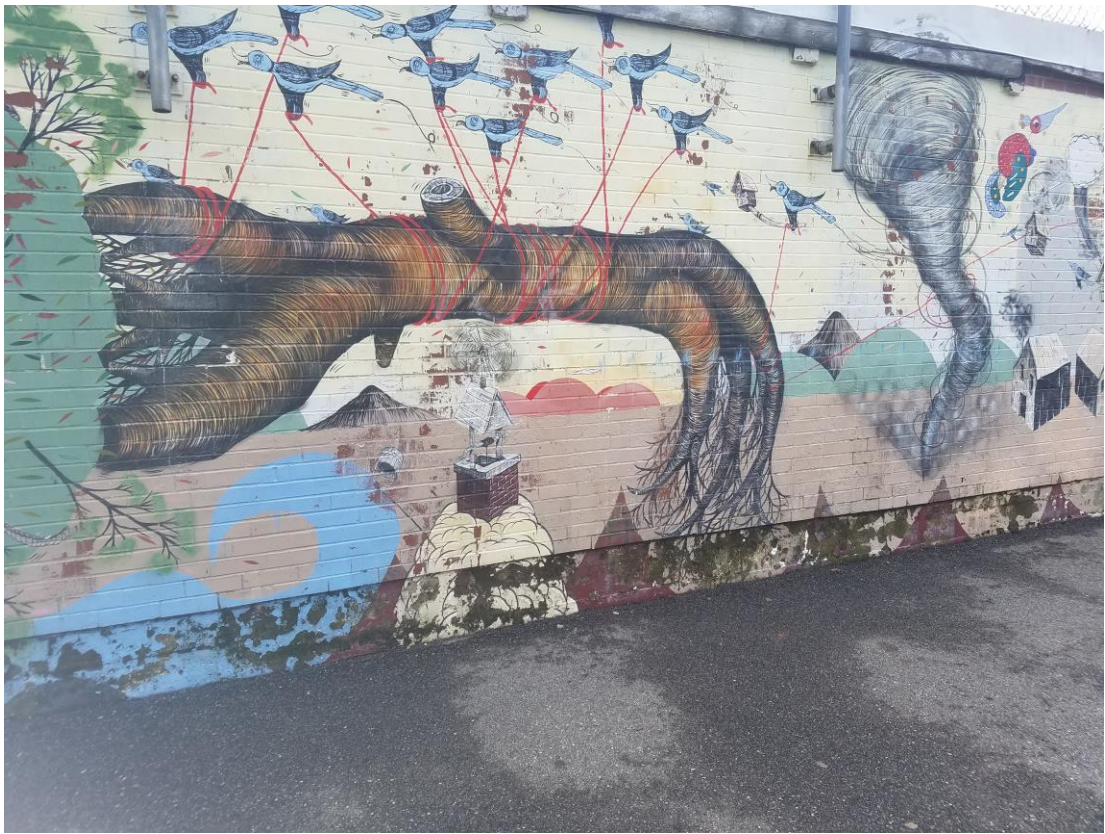
Left edge and signature panel



Lower left



Left center



Center



Right

Much of the damage appears to have been caused by moisture at the base of the wall. Moist areas can be seen in the photographs at the bottom of the wall. There is an even band of deterioration and associated moss growth along the lower central and lower right sides of the mural that relates to a structural difference in the wall structure. It appears to be a concrete layer that has allowed water to wick up into the concrete and damage the paint layer. The asphalt may be slightly lower in this area, allowing moisture to pool against the wall. The change in appearance of the mural above this area indicated that there is a damp-proof layer on top of the concrete that has prevented the moisture from continuing up into the brick wall, preserving the mural.

On the left side the mechanism of deterioration is similar, but without a damp-proof layer the moisture has continued to cause deterioration further up the wall. The extreme deterioration on the left edge may be caused by people leaning up against the corner, or brushing the weakened surface as they passed by the wall.

There are several areas in the more intact areas of the mural that appear to have been thinned by the process of graffiti removal. In these areas, first the image layer appears to have been thinned, eventually exposing the underlying wall surface.

One of the reasons for much of the paint flaking appears to have been the underlying paint layers, and poor bonding of them to the brick. In areas where the actual brick is exposed, there is a failed white paint layer or whitewash layer that had been applied to the brick. On top of this was applied a dark red paint, which was probably the surface that was presented to the artist. Much of the failure of the paint layer is below the dark red paint. In places where the mural is more intact, failure in the image layer through loss, or cleaning abrasion, exposes the surface of the red paint.

TREATMENT

Restoration of the entire mural would be an extensive proposition. Ideally the underlying causes of deterioration would be addressed before an attempt was made to recreate the original image. This is possible, but one can anticipate that it would be time consuming and expensive. Some of the work could be undertaken by students and/or volunteers under professional guidance, as it was when it was originally created, but still it would be a major undertaking that would require advanced planning and preparation.

An alternative would be to undertake a stabilization treatment, to clean the surface, stabilize areas of insipient instability, clean the concrete and apply a waterproof coating, then reapply an anti-graffiti coating. This would be an effort to stabilize the mural as is, accepting the existing deterioration. Deteriorated areas could be painted out in a neutral color. A temporary solution to improve the overall appearance and extend its life would be to paint out the most deteriorated sections and retain the more intact parts.

The final choice is deaccessioning, which would eliminate the need for the city to maintain the mural. The Mural could be left to deteriorate on its own, or it could be painted over. One solution if it is to be painted over is to make it a graffiti wall where locals are invited to apply their art. The understanding could be that it is a temporary art space and that periodically the wall would be painted over so that others could paint it.

Sincerely,

Jonathan Taggart

George Cleeve

In England:

George Cleeve originated around Shrewsbury, Shropshire, England. Before his migration, he worked as a wine merchant. He had no education that can be documented but was able to write, speak and carry himself well enough to persuade others he was a gentleman of good standing; presenting himself fashionably and maintaining himself in good/high company.¹

George Cleeve is assumed to have been born about 1586 (aged 26 at first marriage in 1612), his father was John Cleeve a linen draper of Stogursey, Somersetshire. In June of 1600, he was apprenticed for seven years to a merchant in Bristol. About the time his apprenticeship ended, a George Cleeve of London was involved in a counterfeiting scheme.² He married an unknown Alice in 1612 in London. She was the widow of William Abrook and she died by 1618. George married second Joan Price (born about 1584), daughter of John Price. They married on September 7, 1618 at Shrewsbury. The couple had three children: Elizabeth, Cleobrotus and Anne. Cleobrotus and Anne died as infants and Elizabeth accompanied her parents to Maine and is the source of all Cleeve descendants.³

Prior to her marriage, Joan Price and her sister Margaret had received a license to sell wine in Shrewsbury which they transferred to their father. He assigned the license to Jervaise Harrison. This was during a time that George Cleeve was selling wine with his partner Thomas Lewis at Sextree tavern. After the marriage between Joan and George, George brought his father-in-law to court over agreements made in regard to the marriage.

In a deposition, Cleeve states that John Price had approached mutual friends and suggested George Cleeve marry his daughter Joan—the thought being it would benefit Price's inn and tavern known as the Pheasant. Cleeve courted Joan and an agreement was made as follows (according to Cleeve): Cleeve would prove he was not in debt beyond his ability to satisfy creditors and Price would agree to give Cleeve his share of the Pheasant upon his death. Cleeve would also gain Harrison's license upon his death. During the life of John Price, Cleeve was to pay him 25£ and after his death, Cleeve was to pay the same amount to Margaret. A formal indenture was drawn up for the arrangement and dated Aug. 8, 1618.

John Price did not sign the indenture because there was a blank in the contract regarding the date of Harrison's wine license. Price promised it would be rectified and that the marriage could continue. After the marriage, according to Cleeve, Price refused to correct and sign the indenture—claiming he had issue with his son-in-law that he felt voided the contract. Cleeve believed it was an attempt to defraud him and his wife of her inheritance (Price was a widower in his 60s and about to marry a young woman

¹ Joseph Anderson, "George Cleeve," in *Great Migration Begins* (Boston: New England Historic and Genealogical Society, 1995), 1: 384.

² William Goodwin Davis, "Romance and George Cleeve," *New England Historical and Genealogical Recorder* 102, (July, 1948): 171. There were two George Cleeve of about the same age in London at the same time. Both were married twice. It is unknown for certain which George was arrested for counterfeiting, but as the George Cleeve of Portland seemed to have difficulty with legitimate endeavors throughout his life, it can probably be assumed it was the subject of this paper.

³ Anderson, "George Cleeve," 1:385.

who had not been married before and would likely be widowed by him at a young age). Cleeve filed a complaint with the court in February of 1619.

In response, Price claimed that the information about his background, profession and arrangement with Harrison was true. However, he claimed Cleeve falsely presented himself. Price noted specifically that Cleeve had lived at different times in Bristol and London, but found he could not be successful in either location (selling wine). Price claims Cleeve then decided to relocate at Shrewsbury and told a trusted acquaintance that he did not intend to leave until he found some way to pay off his debt and better his fortunes. It was at this time that he became a partner with Thomas Lewis at the Sextree tavern and made an outward effort to present himself as a gentleman of good standing. Price claims he knew very little of Cleeve at this point—specifically calling him a stranger. He goes further to state he did not try to lure Sextree customers or to arrange the marriage of his daughter.

In his response, Price states he grieves his daughter's marriage to Cleeve because he now believed Cleeve was a man of no estate or ability. Price denied making any promises in regard to the marriage and states Cleeve worked his way into Price's affections with the intention of gaining control of the estate. Price states he was cautious to take the word of Cleeve's "friends" in regard to his status, but after hearing many sing his praises and knowing his daughter's affection for Cleeve, he consented to the marriage (Cleeve also told Price he was a landed man who could provide Joan with a yearly allowance and was worth 100£ beside). Due to the way Cleeve presented himself in manner and dress, Price came to believe Cleeve was a man of good standing. Price claims he agreed to terms of the dower, but not sharing the license or drawing-off any money as it would make it impossible to care for himself and his daughter Margaret. After the marriage, Price discovered Cleeve was actually deeply in debt and had no land or other goods of value. Price further claimed that since the contract had not been signed, Cleeve was intent on making the best of his fortune while he could from the arrangement and then planned to go to Spain, deserting Joan in the care of her father.

Cleeve denied the charges and did not want the case to go to arbitration, which his father-in-law favored. The outcome of the case is unknown—it may be they settled the situation amongst themselves. In any case, it appears Cleeve remained in the area until at least 1621 (his son and first daughter are baptized and buried in Shrewsbury as well as a servant named Robert). Cleeve may have remained in Shrewsbury until he left for the colonies with his former employer Thomas Lewis.⁴

In America:

By 1630, George Cleeve and Richard Tucker were living on Richmond Island. Cleeve felt he had been promised this land by Ferdinando Gorges prior to leaving England (what seems to be a verbal promise). However, this land had clearly been granted to other individuals. Tucker did not have such a claim, but allied himself with Cleeve.

Richmond's Island, and other land in the Cape Elizabeth region, had been granted to Robert Trelawny and Moses Goodyear. They were granted the use of the land in 1631—the land itself being granted to Walter Bagnal. Bagnal's title lapsed and Trelawny and Goodyear became owners of the property.

⁴ Davis, "Romance and George Cleeve," 102: 171-176.

Working on their behalf, John Winter arrived at Richmond's Island in April 1632 to consolidate their holdings and in July served an eviction notice to Cleeve and Tucker. Cleeve and Tucker were allowed to enjoy a first and second crop on the island before departing and offered the chance to be tenants of Trelawny.

John Winter returned to Richmond's Island on March 2, 1633 to remove Cleeve and Tucker. Winter loaned them a boat for their journey to Casco Bay. During this trip, Cleeve's carelessness resulted in the boat wrecking. Winter lost his boat and Cleeve all, or nearly all, his possessions. While historian William Jordan Jr. noted that Cleeve had a "colored Servant" (Oliver Weeks) at Cape Elizabeth who accompanied Cleeve, his wife and his daughter to what is now Portland, no footnote is provided to indicate a source for this detail.⁵

Having been ousted from Richmond Island, Cleeve went back to England in 1636. He returned to Casco Bay in 1637 with a patent in his name for the site of what is now Portland (at the time forever to be called Stogumber). Gorges granted the land to Cleeve and Tucker for 100£. John Winter and Robert Trelawny continued to claim this land under the Trelawny Patent. While in England, Cleeve testified before the King to the good character of Massachusetts Governor John Winthrop, but the Governor treated Cleeve with wary caution throughout his life.⁶

On November 20, 1640, depositions were taken from Peter Hill (sometimes spelled Hills) and Oliver Weeks regarding the removal of Cleeve and Tucker from Richmond Island. At the time of the deposition, Peter Hill is identified as a sailor and stated he was a servant at Richmond Island when George Cleeve left. Hill states that neither Winter or anyone in his party forced Cleeve from Spurwink—noting he left at his "owne leisure without molestation." While it is not known for certain, it is thought that Peter Hill came with John Winter's company to the island in March of 1633. After leaving Winter's employment he leased land from a Mistress Macworth on the Saco River. In 1648, his name appears as one of the Assembly under the Rigby government, for which George Cleeve served as Deputy President (his position as President of Lygona). In 1653, Hill was allotted land in the town of Saco and served on the jury for the death of Mary Haley. He died in 1667. While he is referred to as a servant, his varied types of public service and land allotments make it unlikely that he was a slave or a free person of color.

Oliver Weeks, the servant noted in Jordan's *History of Cape Elizabeth*, also noted that he was a sailor by profession at the time of the deposition. He states he was a servant for Cleeve at the time he left Spurwink and that he also failed to observe any force used against Cleeve. Weeks does note that John Winter told Cleeve that if he stayed, he would need to be a tenant of Trelawny—an offer which Cleeve refused. Weeks notes Winter did lend Cleeve the boat, that the way it was loaded and operated resulted in its destruction. Weeks believed Winter's loss in terms of value in the boat was greater than the loss of Cleeve's possessions. Weeks states he carried one load of goods from the boat, but that Cleeve prevented him from carrying the others off the boat for two days.⁷

⁵ William B. Jordan Jr, *A History of Cape Elizabeth*, (Bowie; MD, 1987), 7-9.

⁶ Anderson, "George Cleeve," 1: 388; 384.

⁷ James Phinney Baxter, ed., *Documentary History of the State of Maine: Containing the Trelawny Papers* (Portland: Hoyt, Fogg and Donham for the Maine Historical Society, 1884), 3:265.

Oliver Weeks and Peter Hill again appear in the accounts of John Winter. They are both noted as debtors on June 27, 1643. Weeks appears again in Trelawny's records (again with Peter Hill) in notations of "Disbursements for the Use of the Plantation at Richmon[d] Island." This notation is dated September 21, 1643.⁸ Unlike Peter Hill, Oliver Weeks does not appear to stay in the community. Week's only other appearance in court records was prior to his deposition. On September 8, 1640 he was brought before the court on charges of being a common swearer—a charge that was bound over to the next court but there is no evidence he actually appeared. He may have died or (especially true if he was a sailor) found a home elsewhere or lived primarily at sea.^{9, 10} There is no mention of Weeks being a slave or a person of color in any of the mentioned court records or depositions. The source for Jordan's reference to a "colored servant" is unknown.

There is very little mention of slaves or use of the term "negro" in the early years of *Maine Province and Court Records* which begin in 1636. Both terms appear in later records, beginning in about 1670 and become more frequent after the turn of the century. The term slave or slavery is generally not used in the published provincial court records or the Trelawny papers. Instead the word "negro" and only a first name are used as identifiers. In some instances, no first name is associated with the record—just a gender and occasionally an age reference (such as "one negro woman"). In other instances the slave/master relationship is made clear by identifying a person as belonging to another (such as "his/her negro"). The fact that both Peter Hill and Oliver Weeks are identified as sailors and as former servants, with no qualifier regarding their race, coupled with the fact they were held accountable for debts (and therefore extended credit at one point), testified in depositions, and had surnames, suggests they were not slaves or people of color.

No mention of race in their respective court records suggests Hill and Weeks were not free people of color, although, there are no specific examples of a racial qualifier used for free people of color in the surviving province record for the period (as discussed below the first racial identifier in Maine is seen in a 1664 deed). There are no surviving examples, from the period, of the word "negro" being used to describe a person with both a first and last name, nor a person identified specifically as free. Nothing in the province and court records support Jordan's claim Weeks was a person of color, but nothing confirms Week's race as either black or white.

Cleeve returned to England again in 1643 (returning to Maine the same year). He had convinced Col. Alexander Rigby to buy the "Plough Patent." This patent was in conflict with that of Trelawny and others. By 1647, he was operating under the title "Deputy President of the Province of Lygonia" and claiming gentlemen, farmers and fishermen within Lygonia's bounds must negotiate to clear their titles with him. This action further alienated him within the community. It was about this time that Edward Winslow wrote to Gov. Winthrop and called Cleeve one "of the arrntest known knaves that ever trode on new English shore."^{11, 12}

⁸ Baxter, *Documentary History of the State of Maine: Containing the Trelawny Papers*, 3: 345; 354.

⁹ Ibid, 3: 265.

¹⁰ *Maine Province and Court Records of Maine*, (Portland, ME: Maine Historical Society, 1991), 1: 75.

¹¹ Davis "Romance and George Cleeve," 102: 170.

¹² Anderson, "George Cleeve," 1:384.

It was during this time that Cleeve was the subject of several letters regarding his conduct and his business practices between Richard Vines, Gorges and the Government of Massachusetts Bay. At one point, it is claimed, Cleeve even attempted to spread false reports of the death of Gorges and threatened the life of Richard Vines (then acting as Gorges's agent). Cleeve also wrote to Winthrop concerning Rev. Jordan, calling him a minister of the antichrist as well as treasonous, rebellious and fractious (Jordan married one of John Winter's daughters). In 1659, Cleves was taken to court for refusing to vote for magistrates unless the people voted a Mrs. Clarke to be a witch. Cleeve also took Frances Small to court on the accusation that Small was telling people (erroneously according to Cleeve) that Cleeve called the king an atheist, papist and damned wretch in Hell, but it was proven Cleeve actually said all these things.¹³

While at Casco Bay, George Cleeve and his wife tended a farm, as they agreed to pay Thomas Elbridge 10£ a year in pork for the remainder of their lives in July of 1651. Throughout the 1650s, Cleeve sold over four hundred acres of land in the Casco Bay area and Hogg Island in several transactions. He also sold 1,000 acres originally granted to Richard Tucker in 1652. Between 1659 and 1662, George and Joan Cleeve sold land containing their dwelling house and another 400 acres of upland and meadow.¹⁴ The 1662 deed is the last mention of Joan. The last record of Cleeve was as the plaintiff in a debt dispute against John Payn of Boston on November 13, 1666 (the court did not return a verdict because no defendant appeared to respond to the charge).^{15, 16}

Oliver Weeks and the Use of the Term Servant

From the information given above, it is doubtful that Oliver Weeks was a slave or a person of color—where William B. Jordan Jr. derived this detail for his *History of Cape Elizabeth* is unknown. For this time period and location, it does not appear that servant and slave are interchangeable terms in court records as those known to be slaves are generally noted using racial identifier. In addition to Peter Hill and Oliver Weeks, three men named Andrew Alger, Jonathan Wilkinson and Jonathan Mills also gave depositions in 1640 regarding Cleeve's eviction from Richmond Island. They are noted as servants of Mr. Winter at the time of the eviction, but again have no racial identifier.¹⁷ Andrew Alger was one of three brothers, all of whom came in Trelawny's employment. Andrew went on to become a constable and purchased land just west of the Trelawny branch in 1651.¹⁸ Little is known of Jonathan Wilkinson, but he likely came with Winter from England in 1633 to help begin settlement on Richmond Island. He was the first town officer of Black Point, becoming a constable in June of 1640.¹⁹ John Mills continued to reside in the Black Point area after leaving Winter's employment. He and his family were often brought before the court for improper worshiping practices and improper conduct. He died in 1671 as letters of administration were granted upon his estate in October.²⁰

¹³ Anderson. "George Cleeve." vol. 1: 387-388.

¹⁴ Ibid, 1: 384-385.

¹⁵ Ibid, 1: 385.

¹⁶ *Maine Province and Court Records*, 1: 318.

¹⁷ Baxter, *Documentary History of the State of Maine: Containing the Trelawny Papers*, 3: 266.

¹⁸ Ibid, 3: 244n.

¹⁹ Ibid, 3: 241n.

²⁰ Ibid, 3: 132n.

The examination of the lives of Alger, Wilkinson and Mills provides further examples of the use of the term servant to apply to non-enslaved individuals. While later writings and histories have used the term servant as a synonym for slave, that does not appear to be the case in the contemporary records. Further example of this can be seen in a 1695 license granted to Joan Crafts to keep a public house and sell wine with several conditions, including not selling alcohol to “Apprentices, Servants, Indians, Negros...” on Sunday or to any person after nine at night.²¹ This specific wording helps exemplify specific classes, separating servants from slaves (while the term slave/slaves/slavery is not utilized, on a cursory examination of the records up to this point, we have not seen the word negro refer to anyone other than enslaved people).

An article entitled “Slavery in Colonial Maine” by Randolph Stakeman indicates that 1638 is the first instance of a known black person being in Massachusetts and the first law regarding slavery for the colony was passed in 1641. The lack of appearance of black individuals in early Maine court records coincides with Stakeman’s estimate that there were only about 100-200 black individuals in Massachusetts by 1680—this number grew rapidly to about 2,000 by 1718. Stakeman states the earliest known black individual (a slave) to be in Maine was Mingo—a boy passed from Thomas Bolt to his son-in-law in a 1663 deed. Slavery was pretty commonplace, or at least not out of the ordinary, in Kittery and York by the 1660s but not as much in the Casco Bay area until the 1680s and later (this area was much less developed than the more southern towns of Kittery and York). The black population in Maine grew slowly and followed the patterns of settlement growth—which were much smaller and slower than in Massachusetts.²²

In summary, while George Cleeve certainly had at least one servant in England and one in Maine, there is no evidence that either was a person of color and contemporary use of the language in court records suggests they were indeed servants and not slaves. It is possible that some or all of the above were indentured servants, especially if they used their servitude to pay for passage to Maine. They all seem to be living on their own accord by 1640—if they all arrived around 1630-1633 this would fit within the typical 4-7 years common to indentures. However, there is no evidence at this point to suggest they were indentured as opposed to employees. While there is no surviving evidence that Cleeve owned slaves during this period, he had many character defects, which were recognized by his peers and contemporaries. The above is just a sampling of Cleeve’s appearances in court and contentious relationships with fellow colonists. The genealogist William Goodwin Davis, a past president of Maine Historical Society, may have put it best when he noted Cleeve had a habit of endearing himself to prominent individuals, but “when he secured his immediate aims he became a thorn in the flesh of his associates and was ultimately defeated.”²³

²¹ *Maine Province and Court Records*, 5: 51.

²² Randolph Stakeman, “Slavery in Colonial Maine,” *Maine Historical Society Quarterly* 27, no 2 (Fall, 1987): 27: 58, 60, 66, 64.

²³ Davis, “Romance and George Cleeve,” 102: 177.