

MAINE STATE LEGISLATURE

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DOCUMENTS

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THE LEGISLATURE

OF THE

STATE OF MAINE,

DURING ITS SESSIONS

A. D. 1842.

AUGUSTA:

SMITH & Co., PRINTERS TO THE STATE.

1842.

TWENTY-SECOND LEGISLATURE.

NO. 19.]

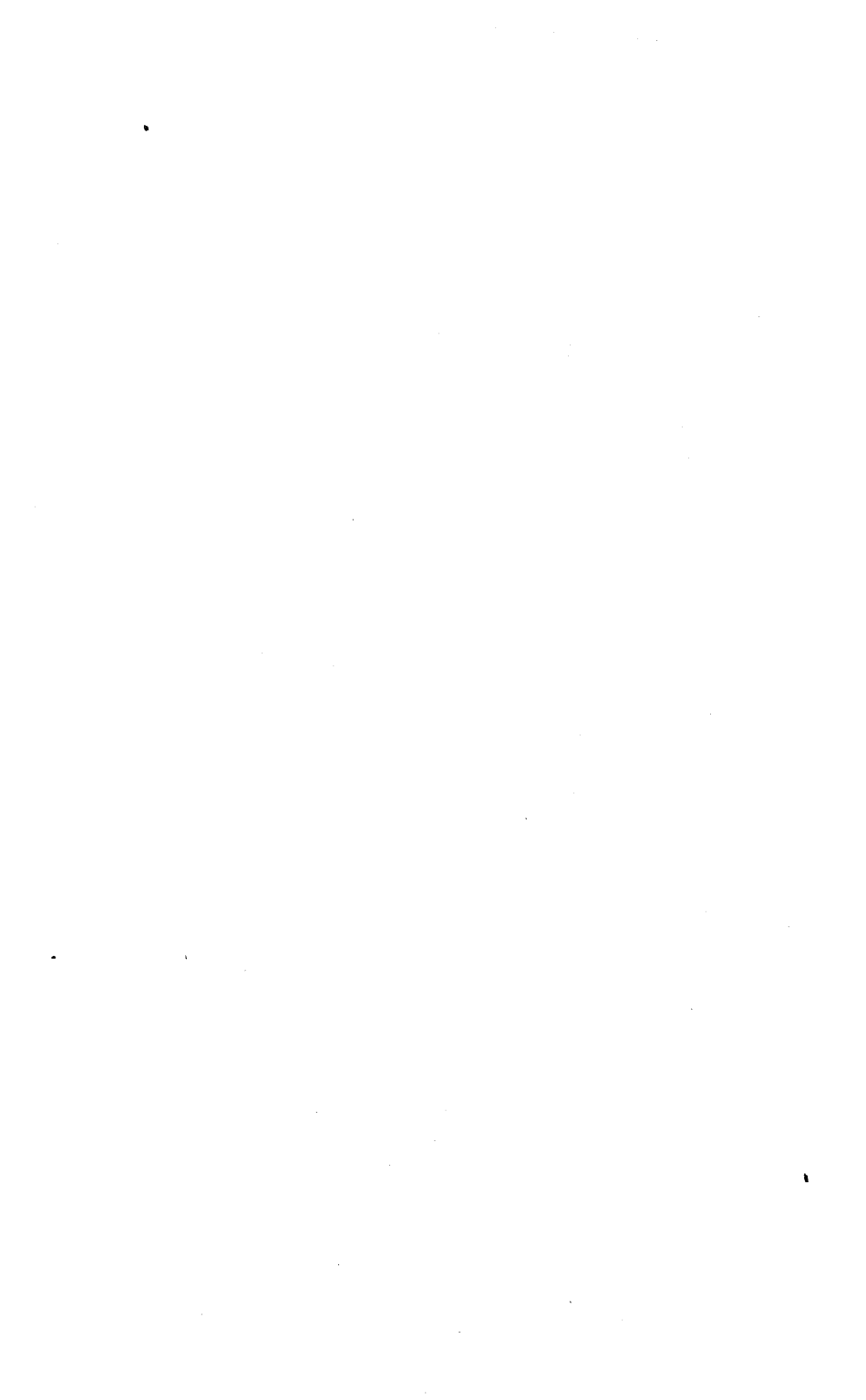
[HOUSE.

R E P O R T

O F T H E

COMMITTEE ON STATE LANDS.

[Wm. R. Smith & Co.....Printers to the State.]



STATE OF MAINE.

THE Committee upon State Lands to whom was referred a Resolve in favor of James Stickney and others, with instructions to report a statement of facts, have had the same under consideration and ask leave to

REPORT:

In the winter of 1840, Thomas E. Perley of Woodstock, in the Province of New Brunswick, was the grantee of a permit duly granted from the Land Agent of the Commonwealth of Massachusetts, to cut white pine timber upon townships letter F and C in Range first, west from the east line of the State of Maine, both of which belonged to that State. Perley contracted with James Stickney and Benjamin Debec, to cut upon F, and with Warren Bull and Charles R. Upton to cut upon letter C. South of F lays township letter C, belonging to the State of Maine, and north the unlocated lands belonging to Maine and Massachusetts. Stickney located himself upon the north side of F, with a team of eleven horses, and Debec upon the south side with a team of twelve horses.

The north line of F was run and marked, about the year 1826, and had not been re-marked previous to the winter of 1840, but was sufficiently distinct to be traced out by close examination and care.

There was no evidence introduced in regard to the dividing line between F and E, and it did not appear to your Committee that it had ever been run and marked. Bull and Upton were engaged jointly, in cutting upon C, and in hauling their timber to the water they were under the necessity of crossing land belonging to the State of Maine. On their road, near the line, it was proved that they cut one tree, but upon discovering that it was on land not embraced within the limits of their permit, it was drawn back and left near the stump upon which it grew.

It was proved by the petitioner, that previous to the entering upon F and C, he cautioned his men against trespassing upon lands belonging to Maine, or cutting any timber which was not covered by his permit; but notwithstanding this caution, Stickney did cut nineteen trees upon the undivided lands of Maine and Massachusetts. The witness attempted to extenuate the trespass, from the fact, that the north line of F was not so distinctly marked, as to be designated as such with certainty; but your Committee came to the conclusion, that the timber cut north of F was known at the time, by Stickney and his men, to have been without the limits of their permit.

There was also evidence that about twenty trees had been cut upon letter E, south of F, but it was not of such a character as entitled it to much consideration. Captain Towle, of Aroostook, was called as witness for the State, and having been sworn, testified that in the fall of 1839, he was directed by Mr. McIntire, then Land Agent of Maine, to proceed to Fort Fairfield, and arrest all trespassers upon the lands of Maine. He remained as commandant of that post till the spring of 1841. Some time in February, 1840, some of his men, who had been out as scouts in pursuit of trespassers, returned with information that there was trespassing in the vicinity of F and C. Upon receiving this information, Captain Towle sent a party of men to C, who brought in Bull and Upton with their men, teams, harnesses, &c., and about one hundred and twenty bushels of oats, which one witness stated was worth about one dollar per bushel on letter C. Towle with another party proceeded to F, where he found Stickney and Debec. They were each, with their men and teams, within the limits of their permit, when he arrived. He had no evidence that they had cut without the limits of their permit, except the information given him by his men. He found one road leading north into the unlocated lands of Maine and Massachusetts, which had the appearance of having been used considerably, but which he did not trace out. The Committee would here

remark, that it was upon this road, that the witness of the petitioner testified that the nineteen trees were cut. He found one road leading south in a fine birth of timber upon E, a township belonging to Maine, but had not been used, and no timber had been cut there. His men, however, informed him that upon another part of letter E timber had been cut by trespassers, but he did not know the fact from his own knowledge.

Captain Towle arrested Stickney and Debec and their men, cut to pieces and destroyed their sleds, seized their teams and harnesses, and returned with them to Fort Fairfield.

Mr. McIntire, the late Land Agent, was also called as a witness by the petitioner, and stated among other facts, that Stickney, Debec, and their men, were bound over by a magistrate of Aroostook County, under the statute in relation to trespasses upon public lands, but he considered the matter arranged when the teams were given up, and they were not prosecuted in the upper Court.

A witness of the petitioner also testified, that when the teams were seized the men belonging to the State of Maine destroyed their tools, threw away their axes, buried their chains in the snow, and that most of them were lost. Captain Towle, however, disclaimed any knowledge of the fact.

In returning to the Fort, they were under the necessity of traversing two townships with the teams,

where there had not been any track made, or even road cut through the forest,—and your Committee came to the conclusion that they would not be likely to carry many heavy articles with them, as the snow was at that time deep.

Another witness testified that the oats taken from the camp of Bull and Upton, were used by the Posse at the Fort, and that they were worth about one dollar per bushel on letter C. Captain Towle did not deny the statement, that they were used at the Fort, and admitted that the quantity was correctly given.

The teams remained at the Fort about three weeks, when they were redelivered to their respective owners, upon giving to the State their promissory notes signed by sureties who, at that time, were considered sufficient; and each of which was signed by Thomas E. Perley, the petitioner—upon whose prayer this Resolve was reported—and who, as between the promissers, is liable for the payment thereof. One note was signed by James Stickney and others, dated March 4, 1840, for eleven hundred and fifty dollars; one signed by Benjamin Debec and others, bearing the same date, for six hundred and seventy three dollars; one signed by Thomas E. Perley and others, dated February 23, 1840, for one thousand dollars, and all amounting to twenty eight hundred and twenty three dollars. After these teams were released, none of the individuals re-

moved, returned to their camps; it being late in the season they were compelled to abandon their operations.

They must have suffered severely in being broken up at that season of the year, after having expended large sums to enable them to commence operations; and it was in evidence before your Committee, that two of them were ruined, in consequence of the losses they sustained in being compelled to relinquish their business.

GEORGE P. SEWALL, per order.



STATE OF MAINE.

HOUSE OF REPRESENTATIVES, }
February 16, 1842. }

ORDERED, That the foregoing Report be laid on the table and
500 copies be printed for the use of the House.

(Extract from the Journal.)

WM. T. JOHNSON, *Clerk.*