

# MAINE STATE LEGISLATURE

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DOCUMENTS

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THE LEGISLATURE

OF THE

STATE OF MAINE,

DURING ITS SESSION

A. D. 1845.

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*AUGUSTA:*

WM. T. JOHNSON, PRINTER TO THE STATE.

1845.

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# TWENTY-FIFTH LEGISLATURE.

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No. 11.]

[SENATE.

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## STATEMENT OF FACTS.

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THE petitioner on the first day of August, 1843, purchased of the Land Agents of Maine and Massachusetts, the northwest quarter of township No. 5 and township No. 6, both in the 15th range west from the east line of the State, paying therefor thirty-six thousand eight hundred and sixty-two dollars fifty-seven cents; paid in cash one fifth, being seven thousand three hundred and seventy-two dollars fifty-seven cents, and gave notes for the balance in four equal annual payments: that he has paid on the notes first due, three thousand three hundred nineteen dollars and forty-four cents, leaving a balance still due to the State of twenty-six thousand one hundred seventy dollars and eighty-two cents, with interest from date of the notes: that these tracts were explored and examined by J. W. Stinchfield, assisted by Calvin S. Doughty, under a commission from the Land Agents of both States, directing them to ascertain by actual examination of the trees, as far as practicable the quantity and quality of the timber on the same—which direction Mr. Stinchfield was under oath faithfully to fulfill.

Mr. Stinchfield reported that he had examined these tracts, and that there was five millions of good pine timber on the northwest quarter of No. 5, and eleven millions of good pine timber on No. 6, making sixteen millions on both tracts; and that the distance to haul said timber to good streams to run it to market, would not average more than three fourths of a mile; which report, as also the commission, were recorded in the field notes of the Land Office,

to which purchasers had recourse for evidence of the value of the land, being the same evidence upon which the Land Agents fixed the price of the same : that Mr. Smith contracted with Joel Bartlett, Esq., of Harmony, to put four teams on to No. 6, to haul by the thousand during the lumbering season of '43 and '44 : that on going upon the premises to locate the teams, they found there had been a great mistake in the estimate of the timber by Mr. Stinchfield.

The statement of Mr. Bartlett after a careful examination, and also after the close of his winter's operation, shows that there is not near the quantity of timber reported by Mr. Stinchfield, and that it is scattered over a great extent of territory, a large proportion unsound and not fit to cut. Mr. Bartlett, immediately on being satisfied of the mistake in Mr. Stinchfield's report, notified Mr. Smith of the fact, who immediately employed Gen. Isaac S. Small, the former Surveyor General of the State, to go on to said tracts and make a thorough examination of the same. The testimony of Gen. Small, is herewith reported, which with the testimony of Mr. Doughty, Mr. Stinchfield's assistant, explain the reason of the error in Mr. Stinchfield's report.

Mr. Doughty's testimony is, that he was with Mr. Stinchfield as an assistant exploring Nos. 5 and 6 in the 15th range : that they were on the northwest quarter of No. 5, and the whole of No. 6, but seven days, and in that time they explored the streams as well as examined the timber : that they were about three days of that time examining the streams : that their estimates of the timber were made principally by going on to hills and getting distant views, and passing through the principal glades of timber : that there is a mistake in Mr. Stinchfield's report in the Land Office that there is five millions of timber on the northwest quarter of No. 5 : that on referring to his minutes made at the time they made the exploration, he finds that they estimated the timber on the whole of township No. 5, in the 15th range, at only two millions eight hundred thousand : that the estimates were made by Mr. Stinchfield and himself comparing their minutes and consulting together : that the views were obtained by Mr. Stinchfield's climbing sometimes, and some-

times climbing himself: that he has been on No. 6 in the 15th range this winter, but the trees were so loaded with snow soon after he arrived there, that he could not make a very thorough examination; but that he is satisfied that there is less timber pine, on it than he supposed when he and Mr. Stinchfield explored.

The testimony of George W. Brown is made a part of this report, which is as follows:

I, George W. Brown, of Milford, county of Penobscot and State of Maine, hereby certify that I was employed by Samuel Smith of Bangor, the last winter, to superintend the chopping, and ascertain suitable locations of timber for four teams on northwest part of town No. 5, and the whole of town No. 6, both of the 15th range.

Soon after the teams reached the premises, complaint was made for want of timber. It being my duty to look up the various berths, I examined those represented by Mr. Stinchfield, the State explorer, and divided the same proportionably among the teams. I commenced the examination therefore, when very much to my surprise I found a great error had been made in the estimated returns to the States, apparently by including the small sapling timber, which is of a poor quality and almost worthless.

At a distance from the several berths of timber represented by him, the small timber would by some be taken for large. Explorers often climb and found in part their estimate from the views thus obtained. In this way errors often occur. Upon minute examination of several berths which I had discovered by climbing, I found I had sometimes formed wrong impressions, such berths being almost wholly small timber.

I was on the town about eighty days, and devoted half my time in hunting up timber. I formed an opinion of the quantity of timber on the premises, on due examination of the same, estimating both tracts to contain less than four millions feet board measure. I remained with the teams until they quit in the spring, and scaled all the logs they hauled, making eleven hundred and two thousand, board measure.

The chopping subsequent to my estimate, proved almost conclusively that my estimate was too high. Gen. Small, I recollect,

estimated a berth of timber standing an the north part of the town to contain about two millions feet, at which time I disagreed with him.

Soon after he got through, I commenced chopping into the same, and found it proved very defective and much less in qantity.

Quite a portion of the timber remaining on the two tracts is worth but little, owing to its location. I estimated at the close of the operation, having had great opportunity to learn the fact, that the remaining timber, such as is usually cut on the west branch, on both tracts, would not exceed two and one half millions, including some not available.

(Signed,)

GEO. W. BROWN.

## GEN. ISAAC S. SMALL'S TESTIMONY.

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BANGOR, Feb. 14, 1844.

SIR:—In accordance with your request and instructions, I have been upon township No. 6, in the 15th range west from the east line of the State, and upon the northwest quarter of No. 5, in the same range, and from the 24th day of January last past, to the 10th day of the present month, inclusive, I traveled over and examined the south half and the northeast quarter of said No. 6, and the northwest quarter of said No. 5. I saw Mr. Stinchfield upon No. 6, and he stated to me that there was no timber upon the northwest quarter of that township, excepting a small quantity of saplings which were estimated by him at two hundred thousand feet, board measure, and that the surface of that quarter was broken and mountainous. I therefore considered an examination by me of but very little consequence, and did not examine it.

The timber upon the northeast quarter stands principally upon about three square miles, extending from the lower pond above Loon lake northerly to the north line of the township, about one mile wide and three miles long. It is scattering, or rather not so compact, as is usually the case on the Penobscot waters, and is mixed with cedar, spruce and fir—is of good size but short bodied; from the appearance of the tops, the timber is on a decay, and I think much of it will prove to be strained or rotten when cut.

The south half has a growth of pine scattered over about two thirds of its territory. The surface is broken, containing high hills, horse-backs, bogs, ponds and streams. The timber appears well from an eminence at a distance, but on a close examination it is scattering and rotten, and much of it small.

I think the timber on this township, including the saplings on the northwest quarter as estimated by Mr. Stinchfield, cannot exceed five millions feet, board measure, of permitable timber. Perhaps another million might be taken off that would pay for getting to market and manufacturing, if it could be had free of stumpage.

The timber upon the northwest quarter of No. 5, is principally situated on the margin of two small streams flowing from the south part of it northerly, and crossing the north line into No. 6, one near the east line, the other in the central part of the quarter. In the southeast corner is a bog of a considerable size, about which is some timber, but rather scattering. The west half of this quarter is made up of large swells of land covered mostly with hard wood, and narrow valleys with a growth of cedar and other soft wood. A very few pine trees are scattered about those swells and in a valley near the west line. Not more than one quarter of the territory can be considered timbered, and that scattering, but of a good quality. I think not more than one and a half millions of pine timber can be taken from this quarter.

The weather has been favorable for the business considering the season of the year—and all effort was made to discharge the trust with fidelity. You will perceive a wide difference between my estimate and that made by Mr. Stinchfield; which is nearest right time must decide. Mr. Stinchfield stated to me that he was on No. 6 but seven days, and out of that time had to explore the streams and ascertain the facilities for getting the timber into Penobscot river, which must have taken him, at least, half the time that he spent upon the township. And if an error should be found to exist in his estimate of the timber, I think it will be no evidence of his incapacity for the service, if a suitable length of time had been taken.

Respectfully yours,

(Signed,)

ISAAC S. SMALL.

The committee are satisfied that the great error in Mr. Stinchfield's estimate is attributable to the manner of the exploration, calculating the amount and quality of timber from distant views: that the purchaser was not aware of the manner of the exploration, or of the facts which actually exist in the case, but made the purchase relying much on Mr. Stinchfield's report, and that it is just, equitable and right that the deduction should be made him specified in the resolve.





## STATE OF MAINE.

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• IN SENATE, Feb. 7, 1845.

ORDERED, That 350 copies be printed for the use of the legislature.

JAMES O. L. FOSTER, *Secretary.*

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