

MAINE STATE LEGISLATURE

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DOCUMENTS

PRINTED BY ORDER OF

THE LEGISLATURE

OF THE

STATE OF MAINE,

DURING ITS SESSION

A. D. 1845.

AUGUSTA:

WM. T. JOHNSON, PRINTER TO THE STATE.

1845.

TWENTY-FIFTH LEGISLATURE.

No. 34.]

[SENATE.

REPORT

OF THE

COMMITTEE OF INVESTIGATION,

IN RELATION TO THE

CLAIMS OF THE STATE OF MAINE

AGAINST THE

UNITED STATES;

Appointed in pursuance of an Order of the Legislature,
passed March 1, 1845.

STATE OF MAINE.

HOUSE OF REPRESENTATIVES, }
February 27, 1845. }

ORDERED, That a joint select committee be appointed to inquire what claims, in the name of this State, are now under the charge of our Agent at Washington, against the General Government of the United States, and in what manner the same are being prosecuted against said government, with authority to send for persons and papers.

Read and passed.

February 28, 1845.—Messrs. Allen of Alfred, Perkins of Augusta, Chapman of Nobleborough, Paine of Bangor, Prentiss of Lee, Chadwick of Portland, and Cannell of Napples, appointed on the part of the House.

Sent up for concurrence.

SAM'L BELCHER, *Clerk.*

IN SENATE, March 1, 1845.

Read and passed, and Messrs. Sherburne, Smiley, and Frye joined in concurrence.

JAMES O. L. FOSTER, *Secretary.*

REPORT.

THE joint select committee appointed to inquire what claims in the name of this state are now under the charge of our agent at Washington, Samuel L. Harris, esquire, against the general government of the United States, and in what manner the same are being prosecuted against said government, have attended to that duty and ask leave to submit the following

REPORTS

In answer to the first inquiry as to "what claims in the name of this state are now under the charge of our agent," &c., the committee have prepared the following statement, collated from the appended report of Mr. Harris and the papers therein referred to, and also from his Report of October 12th, 1843; which it is believed exhibits correctly the aggregate amount of the claims of the state against the United States, in charge of Mr. Harris, specifying the several sums that have been paid and the amount which still remains in the course of liquidation at the treasury department at Washington.

CLAIMS UNDER THE ACT OF CONGRESS OF JUNE 13, 1842.

ACCOUNTS for military expenditures incurred by Maine for the protection of her northeastern frontier in the year 1839, made up by A. B. Thompson, A. Q. M. General, March 31, 1840, \$204,485 60
Accounts additional, made up November 20, 1840, 5,089 45

\$209,575 05

Amount brought forward,		\$209,575 05
A portion of these claims has been audited and adjusted by the accounting officers of the United States treasury, and the following sums admitted and paid over to the State, to wit:		
By settlement dated Feb. 10, 1843,	\$76,786 73	
“ “ “ “ 6, 1845,	17,988 58	
	<hr/>	94,775 31
		<hr/>
		\$114,799 74
Some of the items originally charged in the above accounts have been withdrawn therefrom, and included with the claims under the Treaty of Washington, to wit:		
Accounts of towns for supplies, &c.,	\$21,435 32	
“ of officers and others,	4,081 93	
Pensions and other allowances, as per resolves of the Legislature,	1,148 63	
	<hr/>	26,665 88
		<hr/>
Balance of military claims,		\$88,133 86

CLAIMS UNDER THE TREATY OF WASHINGTON.

Amount of indemnity under the fifth article of the Treaty,	\$150,000 00
Amount of Account No. 1, for expenditures made by Maine, “ in maintaining an armed civil posse on that portion of her territory claimed by Great Britain, to resist the unlawful intrusion of trespassers and depredators from the neighboring British Provinces,” under resolves of January 24, February 20th, and March 19th and 23d, 1839,	195,402 32
Amount of Account No. 2, “ for expenditures on account of her northeastern boundary, in accordance with the resolves of the Legislature, and under the authority of the Governor and Council,”	17,767 66
	<hr/>
	\$363,169 98

Amount adjusted and settled at the Treasury Department, per Report No. 6317, April 7, 1843,	\$150,000 00	
Amount admitted and paid per Report No. 6528, Sept. 25, 1843,	206,934 79	
Amount of overcharges and clerical errors,	124 93	
Balance carried to Account No. 3,	6,110 26	
	<u>\$363,169 98</u>	
Amount of Account No. 3,	78,593 56	
From which the following deductions have been made, to wit :		
For supplies sold and credited by the U. S. in a former account,	\$1,635 42	
For errors of overcharge,	447 08	
	<u>\$2,082 50</u>	
Balance of Treaty claims,	76,511 06	
Balance of Military claims,	88,133 86	
	<u>\$164,644 92</u>	

RECAPITULATION.

Net amount of Military claims under the act of Congress of June 13, 1842,	\$182,909 17	
Net amount of claims under the Treaty of Washington,	433,445 85	
	<u>\$616,355 02</u>	
Aggregate,	\$616,355 02	
Amount of payments from the United States Treasury, as follows :		
February 10, 1843,	\$76,786 73	
April 7, 1843,	150,000 00	
September 25, 1843,	206,934 79	
February 6, 1845,	17,988 58	
	<u>451,710 10</u>	
Balance now in the course of adjustment by the accounting officers,	<u>\$164,644 92</u>	

The answer to the second branch of the inquiry of the order under which your committee have acted, as to the

manner in which these claims have been prosecuted, may be found by referring to the full proceedings of the committee, together with the report of Samuel L. Harris, Esq., and the accompanying papers, all of which are appended to this report.

The committee have to remark generally that Mr. Harris has discharged the important trust reposed in him, of prosecuting the large claims of Maine against the United States government, growing out of the Aroostook expedition and the Treaty of Washington, with much industry and ability. His intimate acquaintance with the history of these claims before entering upon the duties of his agency, added to his correct business habits, pointed him out as peculiarly fitted for the place assigned to him, and it is but echoing the opinion of all who have any knowledge of the subject, to say that he has discharged the duties imposed upon him, with a zeal and fidelity which are honorable to himself and the State which he has represented.

The only class of claims to the manner of prosecuting which there seems to be any objection, as may be seen by a reference to the proceedings of the committee, grew out of the detention of timber belonging to individuals, by the authorities of this State in 1839, in the Aroostook boom. These claims were finally audited by the Governor and Council, June 29th, 1844, and the sum of \$19,805.56 allowed, in pursuance of a resolve of the Legislature passed March 24, 1843, of which the following is a copy :

“Resolve relating to certain claims under the Treaty of Washington.

“*Resolved*, That the Governor and Council be authorized to audit all claims of individuals, for injuries and

losses growing out of the operations of the State, rendered necessary for the protection of the disputed territory; and for the reimbursement of which the United States are holden to Maine, by the terms of the fifth article of the Treaty of Washington; to forward to the proper authorities of the United States the proofs and vouchers of the claims so audited; and to pay over to the claimants, the amounts due them respectively, when received by this State from the United States.”

It will be seen by a reference to the testimony of Mr. Harris which is embraced in the proceedings of the committee, that after the original accounts were audited by the Governor and Council, and before they were presented to the Treasury Department at Washington, the receipts of the individual claimants were endorsed thereon, showing an apparent payment by this State of the amount audited. These claims or accounts, receipted as before stated, are filed in the office of the proper accounting officers at Washington, copies of which, as found upon said files, have been furnished to the committee by Mr. Perkins of Augusta, and are appended to this report, marked Nos. 1 to 3 inclusive. The committee do not disagree in the opinion that there was manifest impropriety in placing upon these audited accounts the receipts of the claimants and filing them in the Treasury Department at Washington, unaccompanied by an explanation of their real nature, and the circumstances which gave to them a character totally different from the receipts which had been used in the adjustment of other claims. There seems to be no evidence however before the committee, that Mr. Harris proposed to use these receipts for any other purpose than as “forms,” which he deemed might be necessary before the claims were finally allowed and paid; and when it is considered that all the papers upon

the subject of these claims filed in the Auditor's office at Washington, considered with reference to each other, would have proved conclusively that Maine had not paid to the individual claimants, the sums purporting to have been paid by the receipts referred to, it would seem to require a forced construction of the facts, in connection with the testimony of Mr. Harris, to justify the conclusion that he has attempted to impose a fraud upon the Treasury Department of the United States.

The resolve of the Legislature copied above at length, and which furnishes the sole basis of all subsequent action upon these claims, expressly negatives the idea that they could actually have been paid by Maine, until after payment had been made by the United States government. This resolve was filed by Mr. Harris in the Auditor's office at Washington, as early as September, 1843. He would therefore have found it necessary to satisfy the accounting officers at Washington that the authorities of the State of Maine had transcended the power given them by the resolve under which they pretended to act, and had *without any authority* paid over to the claimants the amount of the several claims which had been audited, before he could have passed off the receipts alluded to as evidence of actual payment by Maine of the several sums specified therein, or have used them for any other apparent object than such as is stated and explained by him in his testimony which makes a part of this report.

It is also due to Mr. Harris to remark that *his construction* of the order of Council of June 29, 1844, as will be seen by a reference to his testimony before the committee, fully authorized him to obtain and use the receipts in question; and although it is not true that the Governor and Council could ever have intended that such a con-

struction should be given to it, still by referring to the order itself which is appended, marked J, it may be seen how easily and honestly he may have been led into an error as to the extent of his authority under it.

It appears evident from the report of Mr. Harris appended, and the accompanying papers, that he has in no instance urged these claims at Washington upon the ground that Maine had actually paid them; and this would seem to afford additional strength to his own explanation, if any were needed, that he considered the receipts as matters of "form," and not otherwise to be used. But whatever view may be taken of the matter, it is certain that no practical injustice has resulted from the use of these receipts, as the claims were disallowed by the auditor for reasons upon which no vouchers could have had the most remote bearing. An appeal has been taken by Mr. Harris, as appears by his report, from the decision of the Auditor and the question of allowance or disallowance of all unsettled claims of Maine against the United States government under the Treaty of Washington, is now pending before the Comptroller.

The committee have thus in a few words presented such conclusions as they believe may be justly drawn from the facts which have appeared before them. These facts are fully reported, and the Legislature will be able to judge of the correctness of the conclusions and adopt any measures which the circumstances may require. It is not understood by the committee that the Legislature either directed or expected them to recommend any definite action relating to the claims in question, and if it were otherwise, in their opinion the only action which is called for, is merely a notice to the Treasury Department at Washington, explaining the true nature of the receipts

herein referred to. If the accounting officers of that department are laboring under any misapprehension upon the subject, it is due to the honor of the State, to adopt some means to correct the error without delay. If on the other hand the view which those officers have taken of the subject is the same which Mr. Harris has taken, and no erroneous impressions have been made upon them in consequence of the receipts, still such notice could not operate injuriously.

It appears from a communication from the Governor to the committee, made by their request, and embodied in the record of their proceedings, that he had no knowledge of the existence of these receipts till the subject was alluded to in the House of Representatives the present session. It is to be presumed that as soon as the facts shall have been brought to his knowledge, measures will be taken, if any are necessary, to place the whole matter at Washington in a light which cannot be misunderstood.

M. SHERBURNE,
W_M. FRYE,
W_M. C. ALLEN,
HIRAM CHAPMAN,
JOHN G. CANNELL,
ADDISON PRENTISS.

R E C O R D
OF THE
P R O C E E D I N G S O F T H E C O M M I T T E E .

Reported at length by their direction.

IN COMMITTEE, March 3, 1845.

Present—Messrs. Sherburne, Smiley, and Frye, of the Senate ; Messrs. Allen, Perkins, Chapman, Paine, Chadwick, and Cannell, of the House.

On motion of Mr. Frye,

Ordered, That the Secretary of State be requested to furnish to this committee a copy of any communication which he may have recently received from Samuel L. Harris, Esq., our agent at Washington, in relation to the manner in which the claims of this State against the United States are being prosecuted.

On motion of Mr. Allen of Alfred,

Ordered, That any gentleman having any knowledge in relation to the improper manner of the prosecution of our claims as a State against the General Government by our agent in Washington, or any other information touching the subject under consideration before the committee, be requested to furnish the same to the committee.

On motion of Mr. Paine of Bangor,

Voted, That a record of the proceedings of the committee be kept by the chairman.

Mr. Perkins of Augusta, presented an *Order*, That the Secretary of State be directed to lay before the committee all records of the Executive Council for the years 1843-4 and '5.

On motion of Mr. Allen of Alfred, the order was amended by adding "which relates to the claims of this State against the government of the United States."

And the order was passed as amended.

The Deputy Secretary of State came in and laid before the committee—

A communication from Samuel L. Harris to the Secretary of State, under date of February 26, 1845.

Also, a certificate of the Governor, vouching for the correctness of certain claims of this State on the General Government therein referred to, under date July 15, 1844.

Also, the journals of the Governor and Council for the years 1843-4 and '5.

Also, an order in Council of June 29th, 1844, relating to the claims of this State on the General Government.

An order was offered by Mr. Frye, that the committee, (the committee unanimously consenting,) will confine their examination to the claims audited by the Governor and Council under the resolve of March 24, 1843, and as such presented for allowance to the accounting officers of the General Government, and to claims which have been presented for allowance to the General Government, which have not been thus audited, although pressed for allowance under the provisions of said resolve.

On motion of Mr. Chapman, this order was laid on the table.

On motion of Mr. Allen, the rules of the House and parliamentary usages were adopted by the committee for the government of their proceedings.

On motion of Mr. Chapman, the following order was read and passed :

Whereas, It is evident that several gentlemen of this board have grounds of suspicion, in the matter under consideration, which they do not make known to the committee ; and *whereas*, we are led to believe that gentlemen suspect that claims are presented by our agent at Washington, that have never been audited by the Governor and Council or in any way recognized by any authority of this State ; therefore,

Ordered, That any gentlemen of this board having any information in his possession which induces him to believe that any claims have been presented to the accounting officers at Washington, contrary to law, and which have not been so examined, be requested to communicate the same to this board.

Mr. Perkins presented an order, that the Governor be requested to procure and lay before this committee certified copies of all claims in the name of the State of Maine which have been presented by Mr. Harris upon the General Government—and also certified copies of all vouchers to sustain said claims, which have been put on file at the Treasury Department at Washington.

Laid on the table.

Yeas—Messrs. Shurburne, Frye, Allen, Chapman, Cannel.

Nays—Messrs. Smiley, Perkins, Paine, Chadwick.

The reason given by the members of the committee voting in favor of postponing the consideration of this order, was that the Governor had instructed Mr. Harris to return without delay to Augusta, and to bring with him all papers in his possession relating to the subject.

Adjourned.

MARCH 5, 1845.

Committee met.

Mr. Perkins of Augusta, by leave withdrew his order laid upon the table March 3d, calling for papers.

Mr. Perkins of Augusta introduced an order, that for the purpose of ascertaining and reporting to the Legislature what claims have been presented in the name of the State of Maine to the authorities of the United States for injuries and losses to individuals growing out of the operations of the State, rendered necessary for the protection of the northeastern frontier, and the manner in which said claims have been or are now prosecuted by the authorities of this State, the chairman of this committee is hereby authorized and directed to communicate to the Secretary of the Treasury Department at Washington an attested copy of the order of the Legislature appointing said committee, and to request from the Treasury Department of the United States, an attested copy of all proofs and vouchers which have been presented to substantiate the "last entry in the general account No. 3, of claims of the State of Maine against the United States under the Treaty of Washington, which entry is as follows, viz :

"To amount of claims of individuals for injuries and losses growing out of the operations of the State rendered necessary for the protection of the disputed territory in 1839, audited and allowed by the Governor and Council, as per abstract marked M, \$19,805.32."

On motion of Mr. Perkins, the yeas and nays were ordered on the passage of the order; and the order refused a passage.

Yeas—Messrs. Smiley, Paine, Perkins and Chadwick.

Nays—Messrs. Frye, Allen, Chapman and Cannell.

Those opposed to the passage of the order giving as a reason that Mr. Harris, the agent, was daily expected at Augusta with the papers required.

Mr. Frye presented an order, that this committee will proceed no farther in their investigation in the matter under consideration, until some substantial charge, or just grounds of suspicion, shall be preferred or shown of malpractices against some person or persons, either in an official or private capacity, in the settlement or allowance in any stage of their liquidation of any claims against the General Government by this State, in pursuance of the resolve of March 24, 1843.

On motion of Mr. Frye, laid upon the table.

Mr. Perkins presented an order, that the Secretary of State be requested to furnish this committee with a certified copy of the report of the committee of Council, made by Mr. Levensaler in 1843, upon the claims of Shepard Cary et als.—also copy of a report of Council upon said claims made June 29, 1844.

On motion of Perkins, the yeas and nays were ordered on the question of laying the order on the table, and it was decided in the affirmative.

Yeas—Messrs. Sherburne, Frye, Allen, Chapman, Cannell.

Nays—Messrs. Smiley, Paine, Perkins, Chadwick.

The objection given to the passage of this order, was that the originals were open to the inspection of the committee at all reasonable hours, and could at any moment be brought before the committee. To copy them would be a mere waste of time.

Mr. Allen presented an order, that the gentleman from Augusta, R. F. Perkins, Esq., who in the House of Representatives alleged that there was attempted to be prac-

ticed a fraud in the prosecution of the claims of Maine against the General Government, upon which charge the committee of investigation was raised, be requested to define his charges against our agent or any other person implicated in the subject, and the manner in which he proposes to sustain said charges; and that the charges be made in writing.

Mr. Perkins moved to amend the order by inserting:

“And also stated that he would prove the fact if the House of Representatives or the committee of the Legislature would give him the power to procure certified copies of the claims and vouchers on file at Washington.”

On motion of Mr. Perkins the yeas and nays were ordered on the question of amendment, and it was decided in the negative.

Yeas—Messrs. Paine, Perkins, Chadwick, Smiley.

Nays—Messrs. Sherburne, Frye, Chapman, Allen, Cannell.

Mr. Perkins moved further to amend by adding, “and that this committee will call upon the Treasury Department for certified copies of all proofs and vouchers which are on file therein relating to said claims.”

And on his motion the yeas and nays were ordered on the question of adopting the amendment, and it was decided in the negative.

Yeas—Messrs. Perkins, Paine, Chadwick, Smiley.

Nays—Messrs. Frye, Chapman, Cannell, Allen.

The order then passed, the yeas and nays having been ordered on motion of Mr. Perkins.

Yeas—Messrs. Sherburne, Frye, Chapman, Cannell, Allen.

Nays—Messrs. Paine, Perkins, Chadwick, Smiley.

Adjourned.

MARCH 12, 1845.

Committee met.

Mr. Perkins of Augusta introduced an order, that the Governor be requested to inform this committee whether Samuel L. Harris, the agent appointed to prosecute the claims of this State upon the General Government under the Treaty of Washington, has been requested or directed to return from Washington to Augusta with the papers touching said claims, and if the said Harris has been so requested or directed, to lay before the committee a copy of said request or direction, and if any reply to any such request or direction has been received, to communicate said reply to the committee.

Order passed, and Mr. Frye presented a copy of the letter and reply asked for by the order. The letter of the Governor is appended, marked B.

On motion of Mr. Perkins, Mr. Johnson, the Secretary of State, was called before the committee and examined touching the question before them. The statements of Mr. Johnson will follow the testimony of Mr. Harris, being thereby better understood.

Adjourned.

MARCH 15, 1845.

Committee met.

Mr. Perkins of Augusta introduced an order calling upon Mr. White, the Treasurer of State, to appear before the committee.

Order passed, and Mr. White came in and stated that he had paid no money as Treasurer of State or otherwise on claims audited by the Governor and Council June 29th, 1844.

He stated further that he had paid no money to Shepard Cary within a year past.

Mr. Chapman moved to adjourn till Wednesday next at 2 o'clock.

On motion of Mr. Perkins this question was taken by yeas and nays, and it was decided in the affirmative.

Yeas—Messrs. Sherburne, Frye, Chapman, Allen, Cannell, Prentiss.

Nays—Messrs. Smiley, Paine, Perkins, Chadwick.

MARCH 19, 1845.

Committee met.

Mr. Perkins introduced an order calling Mr. Harris before the committee forthwith.

Mr. Chapman moved to amend by striking out "forthwith," and inserting—"on Saturday next at 3 o'clock, P. M."

And the motion prevailed, the yeas and nays having been ordered on motion of Mr. Perkins.

Yeas—Messrs. Sherburne, Chapman, Prentiss, Cannell, Allen.

Nays—Messrs. Paine, Smiley, Perkins, Chadwick.

The order passed as amended.

Adjourned.

MARCH 22, 1845.

Committee met.

On motion of Mr. Allen,

Ordered, That the examination of witnesses before the committee be made in writing.

Message from the Governor was read communicating a report of Mr. Harris, our agent at Washington.

Mr. Harris came before the committee, and being sworn by the chairman, Mr. Perkins and others propounded the following questions :

1. By Mr. Perkins. Are you the agent for the State to prosecute at Washington the claims of the State of Maine against the United States?

Answer. I am.

2. By same. Have you your commissions?

Answer. I have. (Mr. Harris produced to the committee two commissions.)

3. By same. Had you any letters of instructions from the Governor as to how you should proceed in prosecuting the claims?

Answer. I had.

4. By same. Will you please lay such letter or letters before the committee?

Answer. Copies of the letters to which I referred are filed with my reports of the 12th October, 1843, and 21st March, 1845.

5. By Mr. Paine of Bangor. Were the claims of certain individuals under the resolve of March 24, 1843, which were audited by the Governor and Council in December, 1843, placed in your hands to be presented for allowance as then audited?

Answer. They were not.

6. By same. What objections, if any, were urged by the Treasury Department against the claims of individuals under the resolve aforesaid?

Answer. The objections made to the allowance of those claims are stated in the report of the Fifth Auditor of the Treasury, a copy of which is filed with my report of the 21st March.

7. By Mr. Allen of Alfred. What claims against the Government of the United States in the name of this State, are now in your charge for prosecution and liquidation?

Answer. The claims for military expenditures incurred in 1839 for the protection of the northeastern frontier, presented originally to the accounting officers at Washington, by Gen. A. B. Thompson, under an act of Congress of June 13th, 1842, a specification of which may be found in my report of October 12th, 1843; and also the claims under the Treaty of Washington, the items of which are stated in my report of March 21, 1845.

8. By same. If any such claims are now under your charge, in what manner are you prosecuting them?

Answer. In reply to this question, I would respectfully refer the committee to the reports which I have submitted to the Governor and Council, referred to in the answer to the last question.

9. By same. Will you please to communicate to the committee the original claims audited by the Executive Council under the resolve of March 24, 1843, with the vouchers to substantiate the same, if in your possession, or copies thereof?

Answer. The original claims referred to are now on file at the Treasury Department at Washington, and I am not prepared at this time to furnish the committee with copies of them.

10. By same. Have you procured to be placed or endorsed on any of the claims audited by the Executive Council under said resolve, or the vouchers thereto, the receipts of the claimants, by which the claims purport to have been paid by the State of Maine, and if so under what authority and for what purpose have you done so?

Answer. I have procured receipts from the several individuals to whom allowances have been made under a resolve of March 24, 1843, by a report of Council of 29th June, 1844, under the authority and instructions of

an order of Council of the same date ; and I have placed them on file with the other vouchers of the claims of Maine under the Treaty, to be used in the final adjudication of those claims.

11. By same. Have you ever urged the allowance of said claims to the proper Department, upon the ground that said claims have been actually paid to the claimants by the State of Maine ?

Answer. I have not.

12. By same. Is there any rule of the Department at Washington requiring that such claims should be receipted before they are presented or admitted, and if not, for what object were the receipts endorsed on said claims ?

Answer. I am not prepared to answer this question at this time.

[This question will be found answered under question 18.]

13. By Mr. Perkins. What was done with the duplicate receipts of the vouchers to substantiate the claim of \$19,805 32 ?

Answer. I decline replying to this question.

[This question will be found answered under question 19.]

14. By Mr. Paine. Was it known to you and made known by you to the Treasury Department at Washington, that the claims under the resolve of March 24, 1843, upon which the sum of \$19,805.32 was allowed by the Governor and Council in June, 1844, had been previously audited by the Governor and Council in December, 1843, and that \$1,900, or about that sum, was then allowed in full for said claims ?

Answer. I was aware that action had been had in relation to the claims referred to by the Council in Decem-

ber, 1843, and that about the sum mentioned had been allowed; but I did not make that fact known at the Treasury Department at Washington.

15. By same. Was any inquiry made of you at the Treasury Department relative to that fact?

Answer. There was not.

16. By Mr. Perkins. Did the Governor or the Secretary of State know that you had procured any such receipts as those filed at the Treasury Department to substantiate the claim of \$19,805.32?

Answer. I cannot state whether they were aware of that fact or not.

17. By same. Did you in your argument to the First Comptroller urge the claim of \$19,805.32 as the claim of the State of Maine?

Answer. The ground upon which the payment of these claims was urged upon the Department, will be seen by reference to the appeal made to the Comptroller, from the decisions of the Auditor, in relation to the claims included in the account of the State of Maine against the United States of claims under the Treaty of Washington, for expenditures *incurred* by her in relation to the northeastern boundary, a copy of which is filed with my report, in the possession of the committee.

Adjourned.

MARCH 25, 1845,

Committee met.

On motion of Mr. Allen,

Ordered, That his Excellency the Governor be respectfully requested to communicate, if not incompatible with the public interests, to this committee, what instructions he has heretofore given to Mr. Harris, the agent of

the State, in relation to the prosecution of claims of citizens of this State which were audited by the Executive Council under the resolve of the 24th March, 1843; and also whether he had been informed by Mr. Harris or otherwise previous to the allegation being made in the House of Representatives the present winter, that the receipts of the claimants under said resolve, purporting to be executed at the Treasury office, were endorsed on said claims and filed in the Auditor's office at Washington.

In answer to the foregoing order the following communication was received from the Governor :

EXECUTIVE DEPARTMENT, }
Augusta, 25th March, 1845. }

The order passed this day by the committee appointed by the Legislature to investigate the manner in which our claims against the General Government are being prosecuted at Washington, requesting the Governor to communicate to the committee what instructions he has heretofore given to Mr. Harris, the agent of the State, in relation to the prosecution of the claims of citizens of this State, which were audited by the Executive Council under resolve of 24th March, 1843; and also whether he had been informed by Mr. Harris or otherwise previous to the allegation being made in the House of Representatives the present winter, that the receipts of the claimants under said resolve, purporting to be executed at the Treasury office, were endorsed on said claims and filed in the Auditor's office at Washington, has been received, and in reply thereto I would respectfully state, that no written instructions have been given by me to Mr. Harris in relation to the claims now under consideration by the committee; nor to my knowledge have any been given him

by the Governor and Council, other than the resolve of the Legislature, the report of Council, and the order of 29th June.

Being informed by Mr. Harris on his return to this place in November, that objections were made by the Auditor to several classes of our claims under the Treaty, I directed him verbally, to obtain from the commissioners who were present at the negotiations prior to the Treaty, a statement of their understanding as to the extent of the claims intended to be provided for, and in case the decision of the Auditor should be against them, to appeal to the Comptroller, and to call upon Messrs. Fairfield and Evans for professional assistance in making a legal argument. But neither then nor at any former or subsequent period did he apprise me that receipts of any character had been procured from the claimants, or filed at Washington; nor did that fact ever come to my knowledge until I saw the charge in the report of debates in the House of Representatives on the 25th February, on which day I addressed a letter to Mr. Harris requesting him to return, with the papers relating to these claims, a copy of which letter is now in possession of the committee.

On Mr. Harris' return, he informed me that such receipts had been obtained, and that they were procured for the purpose of enabling him to pay over to the claimants the sums which might be allowed them at Washington, supposing at the time, that he should be authorized in pursuance of the order of Council, to receive and pay over whatever should be obtained. Such also was his explanation given to Mr. Johnson, and communicated by letter to me from Washington.

With regard to the order of Council of 29th June, my recollection is exceedingly indistinct; but I am quite sure

it could not have been contemplated by the members of the board, as I am certain it was not by me, to authorize the presentation of vouchers, other than those which could with perfect fairness and propriety be used at the Department.

Very respectfully, &c.,

H. J. ANDERSON.

To Hon. M. SHERBURNE, *Chairman, &c.*

Examination of Mr. Harris continued.

18. By Mr. Frye. Are you now prepared to answer question 12; and if yea, will you please put in your answer?

Answer. In reply to question 12, propounded to me on Saturday last, I would state, that the forms of business at the Departments at Washington, were, as I understood them, such as to render the production of receipts indispensable, previous to final action on the claims; and as I was directed by the order of Council of 29th June, not only to obtain the "*necessary vouchers,*" and give my own receipt therefor, but to pay over to the claimants the amount allowed them, when received from the General Government, I considered it important, in order to enable me to comply with the instructions of that order, to have in my possession evidence of payment; and as the receipts were made upon the original claims, which specified the several items claimed, and to which were appended certificates of the chairman of the committee of Council, and of the Secretary of State, with regard to their allowance, it became necessary that they should be filed at the Department.

19. By same. Are you prepared to answer question 13; and if yea, will you please put in your answer?

Answer. The duplicate receipts referred to in question 13 are now in my possession. They were obtained from the claimants in order to be used in adjusting the final settlement of the business between the State and myself. I was directed to return an account of my doings under the order aforesaid, to the Governor and Council, and I supposed it was necessary that I should have vouchers, to be placed on file for the protection of the State.

20. By same. Have you procured, under the provisions of the order of Council of June 29, 1844, any other vouchers to substantiate the claims mentioned in said order, than the receipts of the claimants thereof?

Answer. I have not, except in cases where other persons than the claimants receipted, I have filed the original or authenticated copies of the power of attorney or other authority under which the receipts were given.

21. By Mr. Paine. In your answer to question 18th, you state that the forms of business at the Departments at Washington were such as to render the production of receipts indispensable previous to final action on the claims; and you are requested to state whether you made known this necessity to the Governor and Council, and if so whether you were advised or directed to obtain them; and if you were, in what manner you were directed or advised to proceed. And further, to state whether you made known such necessity before or after the date of the order in Council of June 29, 1844, directing you to procure the necessary vouchers?

Answer. My recollection will not permit me to state, under oath, the nature of any conversation I may have had with the Governor, or with any of the Council, in relation to this matter. I never have received any other direction with regard to procuring or the mode of pro-

curing the "necessary vouchers," than the order of Council of June 29th indicated.

22. By same. Were the receipts of individuals which you procured as vouchers actually signed in the Treasury office, and if not, where were they signed?

Answer. The receipts were not signed at the Treasury office, and the phraseology was used as a mere matter of form. It is not in my power to say where they were signed, for I do not know.

23. By Mr. Perkins. Did you consider it to be your duty, under the order of Council of June 29, 1844, to procure such vouchers as would satisfy the Department that the State of Maine had paid the several claims making up the amount of abstract M, \$19,805.32?

Answer. I have already stated in my report to the Governor and Council of March 21st, and in my answers to questions 10 and 13, the construction I put upon the order referred to.

24. By Mr. Paine. In your answer to question 21, you do not state, as requested, whether you did or not make known to the Governor and Council the necessity of producing receipts; and you are requested to state whether you did so or not, and if you did, whether you made it known to them prior or subsequent to the date of the order in Council of June 29, 1844, directing you to procure the necessary vouchers?

Answer. I cannot state positively the details of my conversation had with the Governor or members of the Council upon this subject. I have the impression that I was requested by some member of the Council, to state the nature of the vouchers required by the accounting officers to substantiate the claims which had been previously acted upon by them; and also, what I supposed

would be needed to substantiate the claims in question. This I think was done in presence of several members of the Council, but I cannot say whether the Governor was present or not. The inquiry was made previous to the passage of the order of 29th June.

25. By same. In your answer to question 5th, you state that the claims mentioned in that question were not placed in your hands to be presented for allowance as audited in December, 1843; and you are now requested to state whether they were placed in your hands, and if so, by whom and for what purpose?

Answer. By direction of the Executive, as stated in my report, I included in the estimate of the claims for which an appropriation was required from Congress, the *amount claimed* by the individuals; which estimate was prepared before the copies of the reports of the Council of 1843 upon said claims were furnished me. They were sent to me at Washington by mail, at my request, after I had left Augusta in March, 1844. The original testimony and all the papers in relation to those claims were also, at my request, placed in my hands, as I was desirous of being in possession of all the facts, not having had an opportunity previously to ascertain the character of the claims. I did not know but I might be called upon to make some statements or explanations before the committee of Congress to which our application for an appropriation might be referred, and I wished to be fully prepared to do so, should such an event occur. I would state in this connection, that other original papers in reference to the remainder of the claims under the Treaty were also furnished me.

26. By Mr. Allen. Did you transmit to the office of the Fifth Auditor a copy of the resolve of 24th of March, 1843; and if so, when?

Answer. I transmitted a copy of the resolve referred to, with a statement communicated to the Fifth Auditor, on the 5th September, 1843.

27. By Mr. Paine. Were the receipts of individuals who presented their claims under the resolve of March 24, 1843, and which you procured under the order in Council of June 29, 1844, made use of by you in prosecuting the claims at the Treasury Department at Washington, as evidence of the payment of said claims by the State?

Answer. The receipts referred to were made use of by me in the manner and for the reasons which I have already stated; and as I supposed it would become necessary for them to be used when the accounts were finally closed, I considered it immaterial whether they were presented in the first instance, or after the claims had gone through the usual forms of business.

28. By same. Was it or not known to you when you procured the receipts of certain claimants under the resolve of March 24, 1843, that the State of Maine had not in fact paid the sums so receipted for?

Answer. It was known to me that the State had not previously paid to the individuals the sums allowed.

29. By Mr. Sherburne. You state in your answer to question 18, that you "considered it important in order to enable you to comply with the instructions of that order, to have in your possession evidence of payment." Do you mean to be understood as saying that you deemed it necessary to satisfy the accounting officers at Washington that the claims had actually been paid by Maine?

Answer. I meant to be understood that I considered it necessary to file with the claims, vouchers purporting that they had been paid by the State, as a matter of form,

before the amount could be drawn from the United States Treasury, if allowed by the accounting officers.

30. By Mr. Paine. Had you any other instructions as to the mode of executing the order in Council of June 29, 1844, than are contained in said order; or did you give to that order the construction that you were thereby required to obtain and to use in the name of the State of Maine, receipts for money which had not been paid, and to make use of them at the Treasury Department as evidence of payment?

Answer. I had no other instructions than the order referred to, and I supposed that order fully authorized me to procure receipts from the claimants to be used in the manner I have heretofore stated.

Adjourned.

MARCH 26, 1845.

Committee met.

Examination of Mr. Harris continued.

31. By Mr. Paine. In your answer to question 29th, you state that you "considered it necessary to file with the claims, vouchers purporting that they had been paid by the State, as a matter of form, before the amount could be drawn from the United States Treasury, if allowed by the accounting officers," and you are now requested to state whether such vouchers were not indispensable to the allowance of said claims by the accounting officers?

Answer. In the allowance of all other claims preferred by Maine, both under the Treaty and for military expenditures, we have been required to show evidence of actual payment by the State; but as these claims were of a different character from any that had been previously presented, and the circumstances and terms of their al-

lowance by the State dissimilar, I cannot state whether such vouchers would have been indispensable to their admission or not. The action had by the Auditor was only in regard to the liability of the General Government to pay these claims under the Treaty, and had not arrived at the point requiring any decision as to the vouchers; and in the argument submitted to the Department their allowance was not urged on the ground of actual payment by the State.

32. By Mr. Perkins. Will you state distinctly whether the whole subject of the mode in which the claims in schedule M were to be presented by you was considered and consulted upon by the Governor and Council and yourself as agent, and whether the order in Council of June 29 was or was not drawn and passed with express reference to the course agreed upon and which you afterwards pursued?

This question was objected to by Mr. Frye. The chairman decided that although the question might not be strictly in order, inasmuch as it proposed an inquiry beyond the scope of the order under which the committee are acting; yet he would permit it to be put to the witness to enable him to explain some facts already in the possession of the committee.

Mr. Frye appealed from the decision of the chair and the decision was not sustained.

Yeas—Messrs. Sherburne, Paine, Perkins, Chadwick.

Nays—Messrs. Frye, Chapman, Allen, Cannell.

33. By Mr. Frye. Did you advise with the Maine delegation in Congress in relation to the claims embraced within the provisions of the resolve of March 24, 1843; and if so, did you explain to them the nature of those

claims—and what course did they advise and what action did they take in relation to the matter ?

Answer. I did advise with the members in Congress from Maine in relation to our claims under the Treaty of Washington ; and at a meeting of the delegation convened for that purpose, all of whom were present except Mr. Severance, I explained fully the nature of the several items comprising our claim. Their action in relation to the matter is particularly stated in my report, to which I would respectfully refer the committee. I subsequently furnished each member of the delegation with a statement of the claims, and the communication calling the attention of the Department of State to the subject, was signed by all of them. After the appropriation was obtained and while the accounts were in the course of examination, I frequently advised with our members on different points concerning the prosecution of the claims, but more particularly with Messrs. Fairfield and Hamlin, to whom I presented for revision the argument submitted for the consideration of the Comptroller.

31. By Mr. Perkins. Do you know who drafted the order in Council of the 29th June, 1844, and at whose request was the same drafted : was the same adopted as originally drawn, or altered : what alteration was made, and by whom was the same made ?

The chair decided that this question was not in order. Mr. Perkins appealed from this decision, and on his motion the yeas and nays were ordered on the question of sustaining the decision of the chair, and the decision was sustained.

Yeas—Messrs. Frye, Chapman, Allen, Cannell.

Nays—Messrs. Paine, Perkins, Chadwick.

Adjourned.

MARCH 28, 1845.

Committee met.

Examination of Mr. Harris continued.

35. By Mr. Perkins. Had you any instructions from the Treasurer of State in relation to your receiving money from the General Government? If so, please lay such instructions before the committee.

Answer. I received from the Treasurer of State, under date of July 10, 1844, instructions with regard to the funds to be received from the United States Treasury on account of the claims of Maine.

[COPY.]

STATE OF MAINE.

TREASURY OFFICE, }
 Augusta, July 10, 1844. }

SAMUEL L. HARRIS, ESQ.

Dear Sir :—Accompanying this you have my order to receive from the Treasurer of the United States the amount that may be allowed the State of Maine by the accounting officers of the Treasury Department on account of her claims against the General Government under the Treaty of Washington.

It is my wish that whatever sum or sums may be received by you under the authority of that order, you take the same in a draft or drafts on the Merchants' Bank, Boston, payable to me in person; and you may forward such draft or drafts to this office by mail.

I do not wish you to receive any money on my account, except payment be made to you as above.

Yours respectfully,

JAMES WHITE, *Treasurer.*

36. By same. Have you received any instructions from the Governor, written or verbal, in relation to your receiving and paying over any money which you might receive as the agent of this State, from the General Government? If so, please communicate said instructions to this committee.

Answer. I have never received any instructions from the Governor with regard to the mode of receiving any money from the General Government. After receiving the instructions of the Treasurer referred to in my answer to the last question, I consulted with the Governor on the subject, as the directions of the Treasurer would prevent my complying with such part of the order of Council of 29th June, 1844, as contemplated paying over to the claimants under the resolve of March 24, 1843, the sums admitted by the accounting officers at Washington, who was of opinion that the instructions of the Treasurer should be complied with.

37. By same. Will you please inform the committee whether you wrote the order of Council of June 29, 1844, and if you did at whose request you wrote the same?

This question was ruled out by the chairman as proposing an inquiry into matters beyond the authority of the committee. Mr. Perkins appealed from the decision of the chair, and on his motion the yeas and nays were ordered on the question of sustaining the decision of the chair, and the decision was sustained.

Yeas—Messrs. Allen, Frye, Chapman, Prentiss, and Cannell.

Nays—Messrs. Paine, Perkins, and Chadwick.

Mr. Harris stated verbally to the committee that the order referred to in the last question was in his hand writing.

Mr. Paine laid upon the table the following resolution :
RESOLVE rescinding “a resolve relating to certain claims
under the Treaty of Washington.”

Resolved, That the resolve relating to certain claims under the Treaty of Washington, passed the 24th day of March, in the year of our Lord 1843, be and the same is hereby rescinded and that the Governor and Council be requested to withdraw all claims that have been presented to the accounting officers of the Treasury Department of the United States under said resolve.

On motion of Mr. Perkins, the yeas and nays were ordered on the question of passing the resolve, and it was refused a passage.

Yeas—Messrs. Paine, Perkins, Chadwick.

Nays—Messrs. Sherburne, Frye, Chapman, Allen, Prentiss, Cannell.

The committee directed the chairman that he should include in their report the entire record of their proceedings.

Adjourned.

*Statement of Mr. Johnson, Secretary of State, before the
Committee, March 12, 1845.*

Mr. Johnson being called before the committee, stated that the Governor and Council of 1843 did audit the claims marked M, and allowed about \$2,000. I think this claim of \$2,000, was passed into the hands of the agent, Mr. Harris, but I am not certain.

I cannot say whether this claim of \$2,000, as audited by the Governor and Council, has been presented to the General Government or not—and I cannot say whether

it has been returned to the Governor and Council or not. If it had been returned I think I must have known it.

The claim was put into Mr. Harris's hands, I think, soon after it was audited.

I think the claim marked M, of 19,805·30, include the same items that were audited by the Governor and Council in 1843, though I cannot be certain as to all of them, not having the minutes before me.

I was ordered to take the papers, audited in 1843, from the files, and the Council re-examined the same and allowed a larger sum.

To substantiate the claims audited in 1843, I think there were put into Mr. Harris's hands, the original vouchers and accounts, together with the Governor's and my own certificate. I think the vouchers were returned, and were again put into his hands to sustain the claims allowed by the Governor and Council in June, 1844, and now remain in his hands.*

The certificates put upon the claims allowed in 1844, are the same, as near as I can recollect, as appear before the committee.

I cannot say whether these claims were put into the hands of Mr. Harris by myself, or by Mr. Hartwell, but they did not bear upon them the receipts of the individual claimants, when put into his hands.

I saw a file of these claims a few days since at Washington. I examined some of them, but not each one. They bore upon them the receipts of the individual claimants, as having been paid.

They were presented, I think, as the claims of individuals, in the name of the State of Maine.

* Mr. Johnson has stated to the chairman of the committee, since giving in his testimony before the committee, that he was mistaken in saying that his own and the Governor's certificate were put into Mr. Harris's hands to substantiate the claims audited December, 1843.

Mr. Harris sent the claims to the claimants for their receipts, I believe.

I do not know that any new papers were presented to the Council in 1844, excepting the claims of Child and Whidden.

They were referred to a select committee June 25, 1844, and report made June 29.

I do not know that any portion of the claims of the \$78,593·56, has been rejected by the officers of the General Government. These claims have not all been allowed. My impression is that none of them have been allowed.

I have not the means of stating the exact tenor of the certificates upon the vouchers for claims allowed in 1843.

I do not know where the papers are that were put into Mr. Harris's hands in 1843, to substantiate the claims audited in 1843.

While at Washington a few weeks since, I took occasion, with R. D. Rice, Esq., to call at some of the Departments, and to make inquiry in regard to the supposed delay in the liquidation of our claims, and the manner in which the agent, Mr. Harris, had discharged his duties.

Several of the clerks, having charge of this business, took much pains to show us the process of investigating these accounts, and to convince us that there had been no unnecessary delay, but that the settlement had progressed with more than usual rapidity—that accounts of a similar character from other States, had been much longer in process of investigation than ours. They assured us that Mr. Harris was regarded as a very able and efficient agent—that he had presented his explanations with remarkable clearness, and in a manner highly satisfactory, and which had greatly facilitated the settlement.

We then called upon Hon. A. K. Parris, 2d Comptroller, who corroborated the information obtained from the clerks, and assured us that implicit confidence might be placed in their statements. He also assured us that Mr. Harris had, in his opinion, conducted the business with great ability and fidelity; and that by his superior knowledge of the character and condition of the different classes of our accounts, he had been able to give such prompt and satisfactory explanations as not only greatly to facilitate the progress of the settlement, but in his opinion, had saved the State several thousand dollars, that otherwise might have been disallowed.

A true copy.—ATTEST:

M. SHERBURNE, *Chairman.*

IB.1

EXECUTIVE DEPARTMENT, }
Augusta, 25th February, 1845. }

SAMUEL L. HARRIS, Esq.

Sir :—Several orders have recently been introduced in the House of Representatives, calling upon the Executive for information in relation to that portion of our claims upon the General Government, which were audited by the Council under the resolve of March 24, 1843. In the debate upon the order now pending, as published in the Age of this morning, charges were preferred against you, as the agent of the State, by the mover, which require immediate attention and explanation. As the most effectual, as well as the most expeditious mode of obtaining the information necessary to such explanation, I hereby request that you return to Augusta with as little delay as possible.

The papers now in your possession relating to the class of claims above referred to, you will bring with you ; and also all papers emanating from any branch of the Executive Department, authorizing you to act in behalf of the State.

Respectfully yours,

(Signed,)

H. J. ANDERSON.

[No. 1.]

The STATE OF MAINE to THOMAS E. PERLEY, Dr.

1. For detention at the Aroostook boom of Stickney's and DeBerk party, 25 men 21 days each, at \$1.50 per day ; 525 days, at \$1.50,	787 50
2. Extra expense for picking up 2,689 tons white pine timber, at 50 cts. per ton,	1,344 50
3. Damage sustained at the falls by detention of timber until low water, 5 per cent. on 2,689 tons—134 tons 5 feet, \$6.75 per ton,	905 33
Amount allowed,	<u>\$3,037 33</u>
4. Loss sustained by timber going out into Maine river, 10 pr cent. on 2,689 tons—268 tons, at \$6.75 pr ton,	*1,807 50
	<u>4,844 83</u>
Less \$1 per ton for drawing and carrying to St. John, on 268 tons, \$268,	268 00
	<u>4,576 83</u>
Less \$1 on 134 tons, carrying to St. John,	134 00
	<u>\$4,442 83</u>

I hereby certify that the above claim has been audited and examined by the Governor and Council, and the sum of three thousand thirty seven dollars and thirty three cents admitted and allowed in full satisfaction therefor.

Attest :

(Signed,) P. C. JOHNSON, *Sec'y of State.*

TREASURY OFFICE, }
Augusta, July 10, 1844. }

Received of the State of Maine three thousand and thirty seven dollars and thirty three cents, in full for the within account.

(Signed duplicates,)

THO'S E. PERLEY.

By JOHN HODGDON, *Attorney.*

\$3,037.33.

* This item was disallowed by the committee of Council, the evidence not being sufficient to sustain it. The three first items, amounting to \$3,037.33. admitted in full.

CLAIMS AGAINST THE UNITED STATES. 41

[No. 2.]

STATE OF MAINE to SHEPARD CARY, *Dr.*

1. 12 days detention of timber at the Aroostook boom, with 30 men,	630 00
2. Labor of 5 men 6 weeks, breaking up jam on the falls, \$1.75 per day,	315 00
3. Labor of 2 yoke of oxen 36 days, at \$2 per day,	72 00
4. Labor of 7 men hauling out timber from the falls, 4 weeks—24 days, at \$1.75 per day,	294 00
5. Labor of 3 yoke of oxen hauling off timber from falls, 24 days, \$3,	72 00
6. Loss of 300 tons timber, \$5 per ton,	1,500 00
7. Paid men for 52 days labor guarding timber, at \$1.50 per day,	78 00
	\$2,961 00

(Signed,)

SHEPARD CARY.

I hereby certify that the above claim has been audited and examined by the Governor and Council, and the sum of two thousand nine hundred and sixty one dollars admitted and allowed in full satisfaction therefor.

(Signed,)

P. C. JOHNSON, *Sec'y of State.*

TREASURY OFFICE, }
Augusta, July 10, 1844. }

Received of the State of Maine two thousand nine hundred and sixty one dollars in full for the within account.

Signed duplicates.

(Signed,)

SHEPARD CARY.

Witness:

(Signed,) JOHN HODGDON.

\$2,761.

[No. 3.]

JAMES HOULTON makes the following charges for injury occasioned by the Aroostook boom in 1839, to 1,000 tons of timber, cut under permit from George W. Coffin :

Detention at the boom 21 days, with 7 men.

1. James Johnson, \$1.40 per day, and board, 50 cents, \$1.90,	39 90	
2. George Taylor, \$1.40 per day, and board, 50 cents, \$1.90,	39 90	
3. Colin Prustly, \$1.75 per day, and board, 50 cents, \$2.25,	46 25	
4. Robert Melvin, \$1.75 per day, and board, 50 cents, \$2.25,	46 25	
5. Willard Houlton, \$1.40 per day, and board, 50 cents, \$1.90,	39 90	
6. Johnson Bill,	39 90	—252 10
7. To expenses of picking up with 5 men 42 days, at \$1.50 per day, \$315—remains after deducting the amount of expense of taking it down in raft, \$75,	240 00	—240 00
8. To loss on 1,000 tons of timber, worth \$6,622, by running upon flats and up creeks, above the ordinary loss, 5 per cent.,	331 11	
	—————	295 58
	823 21	

To loss on our timber in consequence of not getting early into market, the same being 1,000 at 60 cts. per ton,

*600 00

————— 535 80
\$1,423 21

Allowed,

\$1,323 48

(Signed,)

JAMES HOULTON.

I hereby certify that the foregoing claim has been audited and examined by the Governor and Council, and the sum of thirteen hundred

* The first seven items allowed—whole amount of timber was 893 tons, and the committee of Council allowed for loss, running on the flats, the sum of \$295.58, instead of the amount claimed in 8th item ; and \$535.80, instead of the amount claimed in 9th item—the evidence substantiating the claims for that amount.

J. A. LINSKOTT, *Chairman.*

CLAIMS AGAINST THE UNITED STATES. 43

twenty three dollars and forty eight cents admitted and allowed in full satisfaction therefor.

(Signed,) P. C. JOHNSON, *Sec'y of State.*

TREASURY OFFICE, }
Augusta, July 10, 1844. }

Received of the State of Maine one thousand three hundred and twenty three dollars and forty eight cents in full for the within account.

Signed duplicates.

(Signed,) JAMES HOULTON.

Witness:

(Signed,) JOHN HODGDON.

\$1,323.48.

[No. 4.]

UNITED STATES OF AMERICA to WILLIAM WEBSTER, *Dr.*

1839.

1. To 259 1-2 tons of timber missing, supposed to be used in erecting fortification and buildings at Fort Fairfield, at \$4.75 per ton,	*1,232 63—817 00
2. Detention of timber at Aroostook boom, with — men, — days, — per month,	
3. Extra expense in consequence of detention at boom, of taking timber from Aroostook falls, and of picking up and running,	†181 65—185 50
4. Loss of timber in consequence of detention at boom, 259 1-2 tons,	‡1,232 63
	\$1,414 28
Total allowed,	\$1,002 50

Mem. The first and last charges are for the same timber, which is difference between amount of timber put into river and driven to boom, and the amount received by McCargas.

* The loss of timber, by evidence, was 192 tons, and allowed \$4.75 per ton, amounting to \$817, instead of the amount claimed in first item.

† The evidence showed the extra expense of picking up the timber, as mentioned in third item, to have been \$185.50, which was allowed by committee of Council.

‡ The committee considered the first and fourth items for the same loss, and disallowed the fourth item, as it appeared to be so considered by the claimant himself.

I hereby certify that the foregoing claim has been audited and examined by the Governor and Council, and the sum of one thousand two dollars and fifty cents admitted and allowed in full satisfaction therefor.

(Signed,) P. C. JOHNSON, *Sec'y of State.*

TREASURY OFFICE, }
Augusta, July 10, 1844. }

Received of the State of Maine one thousand and two dollars and fifty cents in full for the within account.

Signed duplicates.

(Signed,) E. D. FRENCH, *Adm'r.*

Witness :

(Signed,) JOHN HODGDON.

\$1,002.50.

To EZEKIEL D. FRENCH, of *Houlton*, in the county of *Aroostook*,
physician, GREETING.

WHEREAS, William Webster, late of Houlton, in said county of [L. s.] Aroostook, gentleman, having while he lived, and at the time of his decease, goods, chattels, rights and credits in the county aforesaid, lately died intestate, whereby the power of committing administration and full disposition of all and singular the goods, chattels, rights and credits of the said deceased, and also the hearing, examining and allowing the accounts of such administration, doth appertain unto me : Trusting therefore in your care and fidelity, I do by these presents commit unto you full power to administer all and singular the goods and chattels, rights and credits of the said deceased, and well and faithfully to dispose of the same according to law, and also to ask, gather, levy, recover and receive all and whatsoever credits of the said deceased which to him while he lived and at the time of his decease did appertain, and to pay all debts in which the said deceased stood bound, so far as his goods, chattels, rights and credits can extend, according to the value thereof—and to make a true and perfect inventory of all and singular the real estate, goods, chattels, rights and credits, and to exhibit the same upon oath into the Court of Probate for the county aforesaid, within three months from the date of these presents, and to render a plain and true account of your administration upon oath, within one year from the date hereof. And I do ordain, constitute and appoint you administrator of all and singular the goods, chattels, rights

and credits aforesaid. In testimony whereof, I have hereunto set my hand and seal, affixed this eleventh day of May, in the year of our Lord eighteen hundred and forty four.

(Signed,) SAMUEL G. TUCK, *Judge.*

ISAAC W. TABOR, *Register pro tem.*

A true copy.—ATTEST :

(Signed,) ISAAC W. TABOR, *Register of Probate pro tem.*

[No. 5.]

UNITED STATES to EDWIN PLUMMER, *Dr.*

1839—March.

To the following described property, taken by Capt. Benjamin Wiggins and others from Plymouth township to Fort Fairfield, for use of the Posse and building fortifications, to wit :

Four horses, viz : one grey mare, \$160 ; her mate, a black horse, \$140—the other span \$200,	500 00
Two iron shod sleds and whiffletrees,	30 00
One double harness, \$40 ; 2 collars, 2 head stalls, 2 pairs harness, \$15,	55 00
Two large break chains, one crotch chain, two bunk chains, estimated 135 lbs., at 20 cts. per lb.,	27 00
One puncheon beef, estimated to contain 1,200 lbs.,	168 00
50 lbs. pork, \$10, 2-3 bbl. flour, \$12, 2-3 bbl. herring, \$8,	30 00
12 yds. British carpeting, \$12, 9 yds. Scotch carpeting, \$9, 2 pairs Rose blankets, \$6 per pair, and 6 house rugs, at \$3 each,	55 00
Large pot, bake-pan, fry-pan, 2 tea-kettles, and other cooking and camping utensils,	11 00
2 chisels, 1 auger, 2 drawing-knives, rules, chalk-lines, 10 lbs. chalk,	9 00
15 bushels oats, \$15, 30 oat bags, \$15,	30 00
Two and half tons hay, at \$20 per ton,	50 00
8 narrow axes, and 3 broad axes,	41 00
20 lbs. tea, \$20, 5 galls. molasses, \$5,	25 00

\$1,031 00

I hereby certify that the foregoing claim has been audited and examined by the Governor and Council, and the sum of one thousand and thirty one dollars admitted and allowed in full satisfaction therefor.

(Signed,) P. C. JOHNSON, *Sec'y of State.*

Received from the State of Maine, ten hundred and thirty one dollars in full for the within account.

Signed duplicates.

(Signed,) CYRUS MOORE, *Attorney for*
EDWIN PLUMMER.

\$1,031.

Mr. Plummer left Maine for Wisconsin Territory before his claim was finally acted upon, without leaving a power of attorney, or authority for any one to receive the amount allowed him. He has been notified, and as soon as the necessary vouchers are received, they will be filed with the account.

(Signed,) SAM'L L. HARRIS, *Agent.*

Washington, October, 1844.

A N N E X E D .

[COPY.]

PRAIRIE DU SUE, Nov. 28, 1844.

The Hon. Cyrus Moore is hereby authorized to receive the amount allowed me on account of my claim against the State of Maine for property taken by Benjamin Wiggin and others by order of the authorities of said State, from Plymouth township to Fort Fairfield, for the use of the civil posse and for building fortifications, in March, 1839, as per account rendered, and his receipt therefor in my name, shall be valid and in full discharge of said claim.

(Signed,) EDWIN PLUMMER.

(Signed,) JOHN B. WOODRUFF, *Witness.*

CLAIMS AGAINST THE UNITED STATES. 47

[No. 6.]

ISAAC B. SMITH makes the following charges against the United States for injury occasioned by the Aroostook boom in 1839, on 2,700 tons of timber, cut under permits from the Land Agent and Deputy Land Agent of Massachusetts :

1. To 21 days detention at the Aroostook boom, with 20 men, at 10s 6d per day,	735 00
2. To expense of picking up with 15 men, 42 days, at 9s per day,	*945 00
3. To loss by running upon the flats and up creeks, above the ordinary loss, 5 per cent.,	†750 00
4. To loss of timber in consequence of detention, 180 tons, at \$5,	‡900 00
5. To loss on price of timber by not getting to market in season in consequence of detention by the boom, 2,500 tons, at 60 cts. per ton,	1,500 00
	<hr/>
	4,830 00
6. To 15 days detention of timber at the boom, with 4 men, at \$2.44 each per day,	145 40
7. Twelve tons of timber destroyed at St. Croix, used for targets,	60 00
	<hr/>
	\$5,035 40

I hereby certify that the foregoing claim has been audited and examined by the Governor and Council, and the sum of three thousand four hundred and five dollars and forty cents admitted and allowed in full satisfaction therefor.

(Signed,) P. C. JOHNSON, *Sec'y of State.*

\$3,405.40.

* The evidence showed 5 men employed, as mentioned in 2d item, instead of the number claimed, and \$315 *only* was allowed for the claim in 2d item.

† The 3d item was disallowed by committee of Council, the evidence only showing a loss of 130 tons in all.

‡ The whole loss of timber appeared by evidence, 130 tons, for which \$5 per ton was allowed by committee of Council, amounting to \$650, in full for 4th item.

The 5th, 6th, and 7th items were allowed by committee of Council.

Whole amount allowed, \$3,405.40.

TREASURY OFFICE, }
 Augusta, July 10, 1844. }

Received of the State of Maine three thousand four hundred and five dollars and forty cents, in full for the within account.

Signed duplicates.

(Signed,) ISAAC B. SMITH.

Witness:

(Signed,) JOHN HODGDON.

\$3,405.40.

[No. 7.]

STATE OF MAINE to WEBSTER & PILLSBURY, *Dr.*

1839.

To detention of our timber in State's boom on the Aroostook river, which obliged us to pay our men for 30 days labor—45 men at two dollars and a quarter per day,	3,037 50
To loss on our timber in consequence of not getting it driven to market, the same being (5,100) five thousand one hundred tons, at sixty cents per ton loss,	3,060 00
To damage for surveying and detaining a boat load of goods,	100 00
To injury done said timber by being bruised on the Aroostook falls in consequence of the fall of water during the time of detention, and the expense of running the same, twenty five hundred and fifty tons, at fifty cents per ton,	1,275 00
To extra expense of picking up the timber as scattered all along the St. John river, which was occasioned by the detention aforesaid, say about four thousand tons, at fifty cents per ton,	2,000 00
	\$9,472 50
<i>Cr.</i>	
By cash received of the State in March, 1843, twenty five hundred dollars,	2,500 00
	\$6,972 50

CLAIMS AGAINST THE UNITED STATES. 49

I hereby certify that the within claim has been audited and examined by the Executive Council of Maine, and the sum of six thousand nine hundred thirty nine dollars and eighty eight cents admitted and allowed in full satisfaction therefor.

Attest :

(Signed,) P. C. JOHNSON, *Sec'y of State.*

TREASURY OFFICE, }
Augusta, July 10, 1844. }

Received of the State of Maine six thousand nine hundred thirty nine dollars and eighty eight cents, in full for the within account.

Signed duplicates.

(Signed,) WEBSTER & PILLSBURY

\$6,939.88.

ANNEXED.

[COPY.]

In Webster and Pillsbury's claim—

The committee allowed the 1st item,	3,037 50
They allowed 60 cents per ton on 4,577 tons, the amount proved to have been scaled for them and detained,	2,746 20
The 3d item was allowed as charged,	100 00
The evidence in support of 4th item proved a loss of 5 per cent. on the whole, 4,577 tons, at \$6.80 per ton, the price sold for, amounting to a net loss of \$1,556.18, which was allowed by committee,	1,556 18
The 5th item was allowed as charged, the evidence sustaining it, viz :	2,000 00
	<hr/>
	\$9,439 88
Deduct, paid by State in March, 1843,	2,500 00
	<hr/>
Amount allowed,	\$6,939 88

J. A. LINSOTT, *Chairman.*

[No. 8.]

JACOB H. SMITH, of Houlton, prefers a claim against the United States for damages sustained and expenses incurred by him in consequence of the seizure and detention of his timber supplies by the posse of the State stationed at Fort Fairfield, October 30, 1839, as follows, viz :

To seizure and detention of supplies by which his party of eight men were detained from their operations three days, at the expense of \$1·50 cents per day each,	36 00
To journey to Houlton in the night, and expense of journey,	6 00
To journey of J. B. Smith to Aroostook, and expenses of journey, to assist officer in replevying goods,	6 00
To Court expenses in action of replevin and fees of counsel, viz :—	
District Court bill,	14 23
Clerk for copies of case, &c., \$3·50 ; entry and S. Court, \$1·80,	4 30
O. L. Bridges's bill at District Court,	6 00
O. L. Bridges's bill at Supreme Court, July term, 1840,	6 00
O. L. Bridges's bill at Supreme Court, July term, 1841,	6 00
Continuances in Supreme Court,	80
Paid officer for service of writ of replevin,	10 00
Paid taking depositions to be used in action at S. Court, including attorney's fees, &c.,	9 40
	42 50
	\$104 73

(Signed,)

JACOB H. SMITH,
By his attorney, SAMUEL GOOCH.

I hereby certify that the foregoing claim has been audited and examined by the Governor and Council, and the sum of one hundred four dollars and seventy three cents admitted and allowed in full satisfaction therefor.

(Signed,)

P. C. JOHNSON, *Sec'y of State.*

CLAIMS AGAINST THE UNITED STATES. 51

TREASURY OFFICE, }
Augusta, July 10, 1844. }

Received of the State of Maine one hundred and four dollars and
seventy three cents, in full for the within account.

Signed duplicates.

(Signed,)

JACOB H. SMITH.

Witness: JOHN HODGDON.

\$104.73.

MINORITY REPORT.

STATE OF MAINE.

HOUSE OF REPRESENTATIVES, }
April 3, 1845. }

THE undersigned, a minority of the joint select committee appointed by an order of the legislature, passed February 27, 1845, to inquire what claims in the name of this State are now in the hands of our agent, at Washington, against the General Government, and in what manner said claims are being prosecuted, being forced by the evidence before them, to conclusions somewhat different from those of the majority of your committee, ask leave to submit the following

R E P O R T .

The majority of your committee having voted to report in full detail the proceedings of the committee and all the evidence before them relating to the subject of inquiry, the minority ask leave to refer to their report for all the evidence it contains, and to present other evidence which was before the committee, but which did not seem to the majority to relate to the subject.

Not disagreeing with the majority in regard to the manner in which the large claims of this State against the United States under the Treaty of Washington, have been generally prosecuted by the agent, they will confine their

remarks to the manner in which certain claims under the resolve of March 24, 1843, have been prosecuted, and to the character of the resolve itself. They do not hesitate to say that such is the resolve, and such the manner of prosecuting claims under it, that the claims ought to be withdrawn and the resolve rescinded. They accordingly report herewith a resolve to that effect. Such a resolve was submitted to the committee and rejected by the majority, and the minority now submit to the legislature, as they did to the committee, their reasons for offering it.

The resolve of March 24, 1843, is as follows :

“Resolve relating to certain claims under the Treaty of Washington.

“*Resolved*, That the governor and council be authorized to audit all claims of individuals for injuries and losses growing out of the operations of the State, rendered necessary for the protection of the disputed territory, and for the reimbursement of which the United States are holden to Maine by the terms of the fifth article of the Treaty of Washington, to forward to the proper authorities of the United States, the proofs and vouchers of the claims so audited, and to pay over to the claimants the amounts due them respectively, when received by this State from the United States.” [Approved March 24, 1843.]

The first point to be noticed is the manifest variance between the resolve and its title. The resolve describes and relates to certain claims of individuals, while its title purports that it relates to certain claims under the Treaty of Washington. But the Treaty of Washington makes no provision for the claims of individuals. The fifth article of that treaty makes ample provision for the claims of the State against the United States for expenses incurred in defending her soil, in the following words :

“The government of the United States agrees” “to pay and satisfy said States”, to wit, Maine and Massachu-

setts, "respectively, for all claims, for expenses incurred by them in protecting the said heretofore disputed territory, and making a survey thereof."

The resolve, while it authorizes the governor and council, not to *audit and allow*, but merely to *audit* "all claims of individuals for injuries and losses growing out of the operations of the State, rendered necessary for the protection of the disputed territory," cautiously evades the main question, by making no provision for the payment of them, excepting on the condition that they shall first be paid to Maine by the United States. Such a condition, in its application to meritorious claims, is manifestly unjust to the claimants; in its application to those of a different description, manifestly unjust to the United States; and in either case equally derogatory to the good faith and dignity of the State. The terms of the resolve are too hard for genuine claims and too easy for spurious ones. Neither the competency of this State to determine the merits of claims upon her treasury, her ability to pay such as are just, nor her good faith, admit of doubt or suspicion; yet they are all brought in question by the singular tenor of that resolve, and more especially by certain proceedings under it. That it never received the *deliberate* sanction of the legislature is shown by the journals of the senate and house of representatives for 1843.

One of the claims now on file at Washington under this resolve was presented to the legislature of that year by the petition of Shepard Cary. A resolve in his favor for \$1,500 passed the senate, but was indefinitely postponed in the house of representatives, on the 22nd day of March. On the same day this "resolve relating to certain claims," not reported by any committee, was presented in the Senate, read twice, the rule being suspend-

ed, and passed to be engrossed. It was finally passed March 24, at a very early hour in the morning, when the legislature assembled for the final adjournment of the session. A departure from the usual forms of legislation is always hazardous, and at the close of a session, when the attention of members is occupied in securing final action upon a variety of bills, such disregard of rules is almost sure to result in ill-advised acts and resolves. But the irregularities attending the origin and passage of this resolve have been far transcended in the course of proceedings under it.

The audit of these claims took place December 30, 1843, and the following reports of a committee of the whole council, which are not alluded to in the report of the majority, exhibits the character of the claims, and the result of the only authorized audit of them under the resolve in question.

STATE OF MAINE.

—
IN COUNCIL, December 30, 1843.

The committee of the whole council to which was referred the accounts of Shepard Cary and others, being claims of individuals for injuries and losses growing out of the operations of the State, rendered necessary for the protection of the disputed territory, having carefully examined said accounts, and all depositions and papers accompanying them,

R E P O R T :

That a majority of said claims are for the detention of timber, at the Aroostook boom, by the authorities of the State of Maine, in the spring of 1839, and the subsequent damages, expenses and losses, occasioned by, and growing out of said detention, as alleged by the claimants.

It appears from the testimony in the case, that in the winter of 1839, the State of Maine erected a boom across the Aroostook river, about three miles above the falls, for the purpose of stopping trespass timber.

Early in the spring of the same year, persons interested in the lumbering operations upon that river, threw a boom across it, about three miles below the falls, and within the province of New Brunswick, for the purpose of stopping their timber, and with the intention of rafting it out of said boom down the river St. John to the city. This was a new method of carrying their timber to market, as it always had been driven down the river St. John as far as Fredericton. Those who cut timber that year upon the Aroostook waters, operated under permits from Massachusetts: the State of Maine granting no permits at that time.

There was a freshet upon the Aroostook, about the first of May, (1839,) and the timber of Messrs. Webster and Pillsbury, James Houlton, Isaac B. Smith, and Thomas E. Perley, (all of them claimants,) came down to the American boom. There was also a quantity of trespass timber came into the boom about the same time, (i. e. the 8th of said month.) The State authorities at that place refused to let the timber of the claimants pass the boom in a body, but examined and passed it out stick by stick, in order to prevent any trespass timber getting out with it. This caused some delay, and although the timber of the claimants was all passed through the boom before the first of June, (except about one hundred tons,) yet in consequence of the delay, about one half or two fifths of said timber (amounting to about six thousand tons) lodged upon the falls, the balance going over the falls and into the English boom below. About the first of June there was a second freshet or rise of water, which brought down the timber of S. Cary and William Webster to the American boom, and at the same time carried the timber of Webster, Pillsbury, and others, (which was lodged upon the falls by the first freshet) over said falls and into the English boom, carried away said boom, and forced the timber into the river St. John.

The timber of Cary and William Webster was detained at the American boom, in the same manner as that of Webster and Pillsbury had been; and it appears from the testimony of William H. Cary and others, that in twelve or fourteen days from the time Mr. Cary's timber arrived at the boom, all of said timber was passed through said boom, but the water had so fallen, that from five to six hundred tons of it lodged upon the falls and could not be got off at that time. This was about the 24th day of June. Mr. Watson, a witness for one of the claimants, testifies, that upon the 25th of June, there was a third freshet

or rise of water, which continued at a good driving pitch for from five to seven days, and that the Aroostook falls were all cleared of timber by that rise of water. The committee would here remark, that almost all the depositions neglect to state the fact that there was a third rise of water. It also appears by the testimony of said Watson, and other testimony in the case, that no boom has been erected at the mouth of the Aroostook, in the English waters, since 1839, until the spring of the present year, 1843, and that this boom did not answer the purposes for which it was intended, it being found impracticable to raft timber out of it. This plan is therefore abandoned, and by the unanimous consent of all interested the boom was opened, the timber turned into the river, and driven down the St. John, as far as Fredericton, in the usual manner.

N. Hooper testifies that he was upon these waters in 1839, and has for many years been engaged in the lumbering business there; that the timber of that year did not receive greater injury in passing the falls of the Aroostook, nor was there a greater damage or loss on the St. John, in driving timber that year than in ordinary years. Many of the deponents, however, think differently.

The committee are of the opinion that the prices charged in all of said accounts are exceedingly high, and are also well assured that the estimates, as given in the depositions, are very large. It will be seen by examining the testimony, that all of the claimants estimate the amount of their timber at many more tons than they paid stumpage for; and also that one individual in his deposition, estimates the amount of timber upon the Aroostook falls, before the second rise of water, at from ten to fifteen thousand tons, when the whole amount of permit timber that came down the river with the first freshet, did not much exceed ten thousand tons, two-fifths of which had gone over the falls, leaving, as before stated, only about six thousand tons upon said falls at that time. The committee would here remark, that all the depositions taken in the case, to substantiate said claims, were taken before the 25th of May, 1843, and that it was then expected that the new boom erected at the mouth of the Aroostook, would answer the purpose for which it was intended, but that a few days after the 25th, the boom was opened, and the whole plan of rafting out of it abandoned as impracticable.

The committee are of opinion that the expense incurred by individuals during the detention of their timber at the American boom should

be allowed. And as various prices per day for labor are charged in the different accounts presented, the committee have fixed upon \$1.75 per day as a fair price to be allowed for labor, and although a greater number of men were employed and for a longer term of time than would appear necessary, yet the committee are disposed to allow the number of days as charged in each account, with the understanding that it is intended not only to cover the expense of detention of men, but also for all losses which in the opinion of the committee could have grown out of said detention. The remaining charges in the account of those individuals whose timber came into the American boom on the first rise of water, in May, the committee are of opinion should not be allowed for the following reasons, viz: first, because the remainder of their timber went over the falls and down the river before the 10th of June, on the second rise of water; secondly, because it is far from being certain that the lower boom was carried away in consequence of the detention of the timber at the American boom; thirdly, because said lower boom has proved to be of no use, and the plan of rafting timber out of it abandoned by the same individuals as impracticable, and the old method of driving the timber to Fredericton adopted, which in the opinion of the committee is conclusive evidence that said damages were not occasioned by the detention of said timber at the American boom, upon which supposition said charges were made.

The first charge in Shepard Cary's account, whose timber came into the American boom on the second rise of water, about the 10th of June, being expenses while his timber was detained there, is allowed, because all of his timber which was upon the falls upon the 24th of June, went over the falls on the third rise of water, which took place upon the 25th, and continued for from five to seven days, and also for other reasons as before stated in the case of the timber which came down in the first drive. William Webster's claim is of the same character as Mr. Cary's with the additional claim for timber used by the order of Capt. Parrott, in erecting block houses, &c. It is in evidence that six or seven sticks of timber of his (Webster's mark), were used by order of Capt. Parrott, and that he, the said Webster, was at some expense in consequence of his timber being detained at the American boom. The committee are of opinion that \$225 would be a sufficient compensation for all his claim against the State.

The claim of Jacob B. Smith is for damages sustained and expenses incurred by him in consequence of the seizure and detention of his

lumbering supplies, by the authorities of the State, stationed at Fort Fairfield, in 1839. It is in evidence that said supplies were so seized, that they were replevied by said Smith, and that the action was entered in the district court in Aroostook county, carried to the supreme judicial court, where it was pending until the June term, 1842, at which term it was entered, Neither party. The committee are of opinion that said account should be allowed.

The claim of Edwin Plummer is for horses and supplies seized and sold by the civil posse at Fort Fairfield in 1839, under Col. Jarvis. It appears by the statements of Mr. Gooch, attorney for said Plummer, and from the depositions in the case, that in the winter of 1839, said Plummer was cutting timber upon the Plymouth township, without a permit, but that said township was the property of individuals. That his teams and supplies were seized by order of Col. Jarvis, who was provisional land agent at that time, and that said horses and supplies were sold for the benefit of the State. It also appears that said Plummer commenced a suit against said Jarvis and Wiggin for damages, which suit is now pending in the supreme judicial court of this State.

The committee are of opinion that it would not be inexpedient for this board to act upon the subject, until a decision shall be had in the supreme judicial court, where said action is now pending.

The claim of Sanderson Beardsley, for sundry supplies seized by the State authorities in 1839, is not proved to the satisfaction of the Committee, and it is suspected that said Beardsley was a trespasser at that time. His account is therefore disallowed.

Messrs. Webster and Pillsbury having received \$2,500 from the State, the committee are of opinion that they have been fully remunerated for all losses and damages occasioned by the detention of their timber at the American boom by the State authorities, in 1839, and that said \$2,500 received by them under resolve of the legislature, should be in full for their claims.

The claim of Thomas E. Perley (Provincial) is of the same character as that of Messrs. Webster and Pillsbury, but the committee being of opinion that the resolve under which they act did not contemplate the auditing and allowing of the claims of British subjects; his account was therefore disallowed.

The whole amount of claims allowed by the committee, are as follows:

To Shepard Cary,	-	-	-	-	\$630 00
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CLAIMS AGAINST THE UNITED STATES. 61

To William Webster,	-	-	-	-	\$225 00
To Isaac B. Smith,	-	-	-	-	735 00
To James Houlton,	-	-	-	-	257 25
To Jacob H. Smith,	-	-	-	-	104 73

Amounting in all to \$1,951.98, which the committee recommend be paid to said claimants, when received by this State from the United States, and which shall be in full for their respective claims. Which is respectfully submitted.

A. LEVENSALER, per order.

Read and accepted by the Council, and by the Governor approved subsequently.

MINORITY REPORT.

The minority of the committee of the whole council to which was referred the claims of Shepard Cary, Ebenezer Webster, John H. Pillsbury and others, for damages sustained by them, caused by the erection of the boom across the Aroostook river by the State,

R E P O R T :

That in our opinions the claims have been reduced by the majority of the committee below what justice and equity seemed to us to demand. Therefore, we, the undersigned, minority of said committee, ask leave to make this report, and have it put upon the register of council, and on the files of the Secretary of State. Which is respectfully submitted.

CYRUS MOORE,
BARNABAS PALMER,
MOSES MASON.

This report was read and ordered to be entered upon the register of council, in connection with the majority report upon the same subject.

MOSES MASON,
ATWOOD LEVENSALER,
DOMINICUS JORDAN,
GREENLIEF WHITE,
CYRUS MOORE,
BARNABAS PALMER.

SECRETARY'S OFFICE, }
 Augusta, March 14, 1845. }

A true copy of record of the reports of council, under date of December 30, 1843.

Attest,

P. C. JOHNSON, *Secretary of State.*

The Secretary of State testified that the claims thus audited were certified by the Governor and Secretary of State, and placed in the hands of Samuel L. Harris, the agent of the State, to be presented at the Treasury Department of the United States; that he had no knowledge of their having been so presented, nor that they had been returned to the Governor and Council.

With this record and testimony before them, shewing a careful examination and an allowance of \$1,951·93 in full for these claims, the subsequent doings of the Governor and Council under date of June 29, 1844, surpassed the more limited comprehension, not of the majority, but of the minority of your committee. On that day the select committee of the Council, to which were referred these claims and those of James L. Child and Rendol Whidden "for services as agents on business connected with the Aroostook expedition," made a report, which was read and accepted by the Council, and by the Governor approved, allowing in the aggregate the sum of \$20,175·63. The sum of \$370·31 was allowed on the claims of Child and Whidden, leaving \$19,805·32 allowed on the identical claims formerly audited. The record does not show whether this allowance of so many thousands was in addition to, or in lieu of, the former allowance of so many hundreds. Indeed, it betrays no knowledge whatever of any previous audit, nor specifies evidence, new or old; and by comparing it with the record of December 30, 1843, it is clear that there was only one

individual who was a member of both Councils and of both audits.

The Secretary of State testified, that on the 25th of June, 1844, he was directed to take from the files the claims of Cary and others, which he did, and they were referred to a committee of the Council; that these were the identical claims which had been audited December 30, 1843, and that he had no knowledge that any new papers were used by the Governor and Council in the second audit thereof.

The minority of your committee are of opinion that all the authority given by said resolve to act upon said claims, expired with the first audit and the transmission of them to the proper authorities at Washington under the seal of the State, and that the second audit was wholly unauthorized by the resolve, irregular, and, if susceptible of explanation and justification, not explained or justified by the records of the Council, or other evidence before them.

On the same day with the second audit, the following order of Council was passed:

“ IN COUNCIL, June 29, 1844.

“ *Present*, the Governor, Messrs. B. Palmer, Whitmore, Boyd, Towle, Linscott.

“ *Ordered*, That the agent appointed to adjust the claims of this State against the General Government, under the Treaty of Washington, be authorized and directed to procure the necessary vouchers to substantiate the claims of the several individuals for injuries and losses growing out of the operations of the State rendered necessary for the protection of the disputed territory in 1839, which claims have been audited and allowed in pursuance of a resolve of the Legislature, passed March 24, 1843, as per report of Council passed this day, and also the claims of J. L. Child and Rendol Whidden, for

their services as agents on business connected with the Aroostook expedition, as allowed by said report, and to give his receipt therefor; and that said agent be, and he is hereby, authorized to pay over to the claimants mentioned in said report, respectively, the several sums therein allowed, when received from the Treasury of the U. S. : *provided*, the vouchers received from said claimants are admitted by the accounting officers of the Treasury Department at Washington. Said agent to submit for the inspection of the Governor and Council an account of his doings, under the provisions of this order.

SECRETARY'S OFFICE, }
Augusta, March 14, 1845. }

A true copy of record.

Attest :

P. C. JOHNSON."

The same ambiguous and equivocal terms that characterize the resolve of March 24, 1843, adhere to the foregoing order of Council. What, for example, is meant by the *necessary vouchers*? Certainly not the depositions and other evidence specified in the report of the first audit, and generally alluded to in that of the second, as "the testimony presented to substantiate said claims." It was unnecessary to authorize and direct the agent to procure *such* vouchers, and to give his receipt therefor, because they were on file in the Council Chamber, and because it is not customary for individuals, and would be preposterous for the State, to give receipts for depositions or other documentary evidence.

Whatever may have been intended by "the necessary vouchers," Mr. Harris testifies that he considered himself authorized by that order to procure from the claimants the receipts dated Treasury office, July 10, 1844, purporting that the State of Maine had paid to them the several sums allowed by the second audit, and to present them to the accounting officers at Washington, well

knowing that said vouchers were false, and that said sums had not in fact been paid. Mr. Harris, in justification, and the majority of your committee in palliation of this proceeding, urge that the receipts were presented as matter of "form." But vouchers described in the order of Council as "*necessary*," and admitted by the testimony of said Harris to be evidence indispensable to the allowance of said claims by the accounting officers of the Treasury Department, cannot, in the opinion of the undersigned, be treated as matters of "form," of which the truth or falsity is immaterial. They are matters of substance, and the question, whether they are genuine and true, or fictitious and false, is one which concerns the honor of the State, presented as they were under color of its authority.

Did the faithful and vigilant Treasurer of this State regard these extraordinary doings with a careless eye? Eleven days after the second audit and the order of Council, he put the following significant letter into Mr. Harris' hands.

[COPY.]

STATE OF MAINE.

TREASURY OFFICE, }
Augusta, July 10, 1844. }

SAMUEL L. HARRIS, ESQ.

Dear Sir :—Accompanying this you have my order to receive from the Treasurer of the United States the amount that may be allowed the State of Maine by the accounting officers of the Treasury Department on account of her claims against the General Government under the Treaty of Washington.

It is my wish that whatever sum or sums may be received by you under the authority of that order, you take the same in a draft or drafts on the Merchants' Bank,

Boston, payable to me in person; and you may forward such draft or drafts to this office.

I do not wish you to receive any money on my account, except payment be made to you as above.

Yours respectfully,

JAMES WHITE, *Treasurer.*

Thus it happened that on the 10th of July, the name of the "Treasury office" of this State was made use of to bear witness on paper to what had never transpired within its precincts, and that on the same day the Treasurer himself was cautiously guarding his department against any invasion or intermeddling under this order of Council. Had any of the fruits of those *necessary* false vouchers got into his keeping, the Legislature may be assured that they would never have got out again, but by warrant of the governor, backed by an appropriation.

That proof of actual payment by the State was indispensable to the allowance of these claims, and known to be so by Mr. Harris, appears, not only by his testimony, but by his acts in procuring the following voucher endorsed on one of the claims, accompanied by a note of his and a power of attorney.

UNITED STATES to EDWIN PLUMMER, *Dr.*

1839—March.

To the following described property, taken by Capt. Benjamin Wiggin and others from Plymouth township to Fort Fairfield, for use of the Posse and building fortifications, to wit:

Four horses, viz: one grey mare, \$160; her mate, a black horse, \$140—the other span \$200,	500 00
Two iron shod sleds and whiffletrees,	30 00
One double harness, \$40; 2 collars, 2 head stalls, 2 pairs harness, \$15,	55 00
Two large break chains, one crotch chain, two bunk chains, estimated 135 lbs., at 20 cts. per lb.,	27 00

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One puncheon beef, estimated to contain 1,200 lbs.,	168 00
50 lbs. pork, \$10, 2-3 bbl. flour, \$12, 2-3 bbl. herring, \$8,	30 00
12 yds. British carpeting, \$12, 9 yds. Scotch carpeting, \$9, 2 pairs Rose blankets, \$6 per pair, and 6 house rugs, at \$3 each,	55 00
Large pot, bake-pan, fry-pan, 2 tea-kettles, and other cook- ing and camping utensils,	11 00
2 chisels, 1 auger, 2 drawing-knives, rules, chalk-lines, 10 lbs. chalk,	9 00
15 bushels oats, \$15, 30 oat bags, \$15,	30 00
Two and half tons hay, at \$20 per ton,	50 00
8 narrow axes, and 3 broad axes,	41 00
20 lbs. tea, \$20, 5 galls. molasses, \$5,	25 00

\$1,031 00

I hereby certify that the foregoing claim has been audited and examined by the Governor and Council, and the sum of one thousand and thirty one dollars admitted and allowed in full satisfaction therefor.

(Signed,) P. C. JOHNSON, *Sec'y of State.*

Received from the State of Maine, ten hundred and thirty one dollars in full for the within account.

Signed duplicates.

(Signed,) CYRUS MOORE, *Attorney for*
EDWIN PLUMMER.

\$1,031.

Mr. Plummer left Maine for Wisconsin Territory before his claim was finally acted upon, without leaving a power of attorney, or authority for any one to receive the amount allowed him. He has been notified, and as soon as the necessary vouchers are received, they will be filed with the account.

(Signed,) SAM'L L. HARRIS, *Agent.*

Washington, October, 1844.

[COPY.]

PRAIRIE DU SUE, NOV. 23, 1844.

The Hon. Cyrus Moore is hereby authorized to receive the amount allowed me on account of my claim against the State of Maine for property taken by Benjamin Wiggin and others by order of the author-

ities of said State, from Plymouth township to Fort Fairfield, for the use of the civil posse and for building fortifications, in March, 1839, as per account rendered, and his receipt therefor in my name, shall be valid and in full discharge of said claim.

(Signed,) EDWIN PLUMMER.

(Signed,) JOHN B. WOODRUFF, *Witness.*

And if further evidence could be wanting to show how *necessary* they were, there is the argument submitted by Mr. Harris to the Treasury Department, that Maine and Massachusetts “are entitled to be indemnified for every expense proved to have been legitimately incurred in protecting this territory against the adverse pretensions of the British government, and *to be put in as good a condition pecuniarily* as though said adverse pretensions had never been set up.” And he further urges in reference to these very claims, that “if these claims are not admitted then Maine is not *reimbursed* for expenses necessarily incurred in protecting the disputed territory.”

The minority have nothing further to urge as to the point made by the majority, that “there seems to be no evidence that Mr. Harris proposed to use these receipts for any other purpose than as ‘forms.’”

But the majority argue, that the resolve of March 24, 1843, which furnishes the sole basis of all subsequent action upon these claims, expressly negatives the idea that they could actually have been paid by Maine until after payment had been made by the United States Government, and that the placing of said resolve on file in the Auditor’s office, in September, 1843, shows that Mr. Harris could not have passed off the receipts as evidence of actual payment by Maine, without first satisfying the accounting officers at Washington, “that the authorities of the State of Maine had transcended the power given

them by the resolve, and had, without any authority, actually paid over to the claimants the amount of the several claims which had been audited.”

The plausibility of this argument vanishes on the slightest examination. It assumes that the evidence was too notoriously false to serve the purpose of deception. It attempts to justify the procuring and presentation of false evidence, by averring that it could not be passed off as any evidence at all without first proving the truth of it. It admits that the difficulty was, to satisfy the Treasury Department, that notwithstanding the tenor of the resolve, Maine had actually paid the money. And Maine might and would have paid the money if the Legislature at the session of 1844, which intervened between the filing of the resolve and the filing of the receipts, had made an appropriation for that purpose. To prove that this had been done, evidence was certainly *indispensable*—vouchers were certainly *necessary*. Now what *is* the highest evidence that could be furnished by the authorities of this State that expenses had been incurred and money paid? What higher, better, more conclusive evidence could be thought of, than the certificate of the Governor, under the seal of the State, that the expenses had been incurred, and the receipts of the claimants, dated at the Treasury office, Augusta, and presented by the authorities of the State, as vouchers, that they had been paid? All this evidence was placed before the accounting officers, and is now, it is feared, locked up as a false witness. God save the State of Maine, if her faith, thus distinctly plighted, may be questioned at the Treasury of the United States by any supposable reference to the equivocating terms of a resolve filed a year before. On such evidence the accounting officers were bound to believe that the

lameness of the original resolve had been cured by an appropriation, so that it might walk uprightly, first into the Treasury of this State, and thence into the Treasury of the United States, as the authenticated vouchers pretended that it had done.

The minority have nothing further to urge as to the point made by the majority, that the terms of the resolve were sufficient to warn the Treasury Department of the United States against evidence thus presented under the seal and by the authorities of this State.

The argument, however, suggests another good reason why the resolve should be rescinded. Because it makes no provision for receiving into or paying out of the Treasury of the State such sums as might accrue under its provisions, but in an unprecedented way, constitutes the Governor and Council agents to receive certain sums as due to the State, and to pay over the same as due to individuals, to whom the State has acknowledged no indebtedness, and who had not at the date of said resolve, nor have since, petitioned the Legislature to allow their claims, with the exception of Shepard Cary, whose claim has been alluded to, and of Webster & Pillsbury, in whose favor a resolve for \$2,500 passed March 20, 1843, and is properly presented for allowance under another class of claims. Thus it seems that among other beneficent offices of this resolve, one is to prevent such claims as it describes from being presented to the Legislature, which alone has power to allow them and to make provision for their payment. Individuals having claims for injuries and losses such as the resolve describes, should first petition for the removal of this stumbling block between their meritorious claims and the payment of them.

But it is only into the manner of their prosecution, and

not into the merits of the claims, that the Legislature have directed inquiry. The resolve declares that the United States are holden to Maine by the terms of the treaty for the *reimbursement* of these claims, and yet makes no constitutional provision for their payment. It authorizes a violation of that important provision of the constitution which declares that "no money shall be drawn from the Treasury but by warrant of the Governor and Council, and in consequence of appropriations made by law." The Treaty of Washington provides for expenses incurred by the State in defence of the disputed territory, but the claims of individuals, not paid by the State and made a part of the expenditures by such payment, could not be presented under the Treaty. The "form," therefore, of presenting these claims, was a false pretence of payment, without which there was no foundation for any claim in behalf of the State.

The conclusion of the majority, that "it is certain that no practical injustice has resulted from the use of these receipts, as the claims were disallowed for reasons upon which no vouchers could have had the most remote bearing," seems to the minority to be by no means certain, and if correct, quite immaterial so far as the honor of the State is concerned in their presentation; because so far from showing that no fraud was attempted, it admits an unsuccessful attempt. The reason assigned for their disallowance is, that they do not come within the provisions of the Treaty. But merely the language of that part of the Treaty under which the claims have been urged, is sufficiently broad and liberal to cover any just claims the State may have for actual expenditures rendered necessary, or fairly incurred, by the operations of the State in defence of the disputed territory. It could therefore only

be in consequence of some attempted abuse of this liberal provision that the agent of the State has been "re-pelled, as it is said, by the authorities at Washington, her just claims rejected in the first instance, and their final recovery left in suspense and jeopardy.

Had the resolve provided by an appropriation for the payment of the claims audited, and had true vouchers of their payment been presented, the minority can see no reason why such claims as are described in the resolve should not have been allowed under the Treaty of Washington, after they had by such payment, been made the claims of the State, instead of the claims of individuals. They are confident that it is in the point of non-payment only, that the description fails to bring them within the terms of the Treaty. It is this very non-payment as admitted by the resolve, that the majority set up as a defence for Mr. Harris, in his presentation of the false vouchers. The minority have contended and do contend that the accounting officers had no right to call in question evidence presented to them under the seal and by the authorities of Maine. The suggestion of a doubt would be an insult. Accordingly we find, as might have been expected of their courtesy, that they abstain from naming the evidence, and place their disallowance distinctly upon the ground that the claims do not come within the provisions of the Treaty. Had they gone into any consideration of the evidence they must have admitted their error, and acknowledged that the claims did fall within the treaty, as being fairly proved, after all, and notwithstanding the resolve, to be the claims of the State and not of individuals. Therefore they did not go into any consideration of the evidence. The Treaty was broad enough to cover the claims, but there was a defect in the

resolve, which it was attempted to supply, not by resorting to the Legislature for an appropriation, but to false vouchers. Under any other resolve but that of which we recommend the repeal, the false receipts would have been examined and accredited. To whose vigilance was it owing that "no practical injustice," as the majority urge "has resulted from the use of false vouchers"? Certainly not to the vigilance of the authorities of this State.

The minority wish to present distinctly to the Legislature the following points in relation to the resolve of March 24, 1843.

1. Its tenor contradicts its title. It purports by its title to relate to certain claims under the Treaty of Washington, but it describes claims for which there is no pretence of any provision in that Treaty, until made, by payment, the claims of the State, and not of individuals, when they would clearly fall within its provisions.

2. It is in violation of one of the most important provisions of our constitution, which makes an appropriation by the Legislature necessary to the allowance, and a warrant of the Governor necessary to the disbursement, of money.

3. It purports to provide for the *reimbursement* of moneys before there had been any disbursement, and when, by its terms, there could be none in accordance with the provisions of the constitution.

4. It makes no just, equitable, or efficient provision for any meritorious claims, but is, by its very terms, only a fit instrument of deceit.

5. The proceedings, under color of its authority, subsequent to the first audit, are stamped with the same char-

acter as the resolve itself, and show the only purposes which it is adapted to answer.

And in conclusion, the whole evidence shows that a fraud has been attempted in the name of the State of Maine, upon the treasury of the United States, which calls for the signal condemnation of the Legislature ; but, as a minority, they choose only to say, that it demands the immediate withdrawal of the claims, and the rescinding of the resolve.

RICHARD F. PERKINS,
WILLIAM PAINE,
THOS. CHADWICK,
ASA SMILEY.

HOUSE OF REPRESENTATIVES, }
April 4, 1845. }

Received and read.

SAMUEL BELCHER, *Clerk.*

GOVERNOR'S MESSAGE.

To the Senate and House of Representatives :

Since the adjournment of the Legislature on yesterday, I have received a report from Samuel L. Harris, esquire, the agent employed to present and prosecute the claims of this State against the General Government, which, with the accompanying papers, I herewith lay before you.

On the 25th of February, I addressed a letter to Mr. Harris at Washington, requesting his immediate return to this place, with such papers, connected with the claims in his charge, as might be required for a full explanation of the manner in which the same had been presented to the General Government. A copy of this letter, with his reply thereto, is in possession of a committee of the Legislature, and Mr. Harris is now ready to make to the Legislature, or its committee, such explanations as may be deemed necessary.

H. J. ANDERSON.

COUNCIL CHAMBER, }
March 22, 1845. }

—
IN SENATE, March 22, 1845.

Referred to the joint select committee appointed to inquire what claims in the name of this State are now under the charge of our agent at Washington.

Sent down for concurrence.

JAS. O. L. FOSTER, *Secretary.*

—
HOUSE OF REPRESENTATIVES, }
March 22, 1845. }

Referred in concurrence.

SAM'L BELCHER, *Clerk.*



REPORT

OF

SAMUEL L. HARRIS,

IN RELATION TO THE

CLAIMS OF THE STATE OF MAINE

AGAINST THE

UNITED STATES;

1844.



R E P O R T .

*To the Hon. Governor and Council
of the State of Maine :*

I HAVE the honor to submit a report of my progress in the performance of the duties devolving upon me as agent to present and prosecute the claims of the State of Maine against the General Government, under the Treaty of Washington, and also under the act of Congress of the 13th of June, 1842; by authority of appointments from the Executive, dated March 21st and 27th, 1843, and in pursuance of subsequent instructions from the Governor and Council.

By the settlement made at the United States Treasury in 1843, (the details of which are exhibited in my report of the twelfth of October of that year,) the stipulations of the Treaty of Washington, relating to the pecuniary equivalents awarded to Maine, on account of the assent of her commissioners to the conventional line of boundary, were not fully complied with on the part of the General Government, in consequence of a deficiency of the appropriations made by Congress to carry into effect the provisions of said Treaty.

In order that it should be distinctly understood, by the accounting officers, that we did not consider the settlement, referred to, as final, and in pursuance of special instructions from the Executive, I took the precaution to

communicate, to the Treasury Department, a concise statement, exhibiting a specification of the claims that remained unliquidated. This statement was placed on file in the office of the Fifth Auditor, and particularly noticed in his report on the adjustment of our accounts, under date of the 7th of September, 1843. Copies of the correspondence between Governor Kavanagh and myself on this subject, and of the statement alluded to, are filed herewith, marked A, B, C, and D.

Having been actively engaged during the greater part of the fall and winter of 1843-44, in procuring testimony in different parts of the State, for the purpose of substantiating the accounts of Maine for military expenditures, further proceedings, relating to the prosecution of her Treaty claims, were suspended until my return to Washington in the month of March, 1844.

Before leaving Augusta, I had prepared, under the inspection of the Executive, an estimate, comprising the various items of expenditure incurred by Maine, on account of measures adopted for the protection of her territory, and which were considered, by her authorities, as legitimate claims against the General Government, which they were fully bound "to pay and satisfy," under the provisions of the fifth article of the Treaty. In this estimate were included the several classes of claims specified in the statement which was furnished the department; and to which were added some items that had been previously overlooked, and others growing out of additional allowances made to individuals by legislative enactment.

The expense of the commission, under the resolves of the Legislature of the 21st of February, 1843, "to locate grants and determine the extent of possessory claims under the late Treaty with Great Britain," was incorporated

in the estimate, as no doubt was entertained of the liability of the United States to reimburse the same, under an equitable construction of the terms of the Treaty, more especially as the General Government could not, from the nature of the case, carry into effect the provisions of the fourth article of said Treaty, without the co-operation of Maine and Massachusetts.

The accounts of towns, for supplies furnished the troops called into actual service in 1839, and of individuals, for services and expenses in making drafts, which were audited by the Legislature of 1840, in conformity to the requirements of the militia law of 1834, which contained a provision for such a contingency, were originally included in the account of expenditures, presented under the act of Congress "to provide for the settlement of the claim of the State of Maine for the services of her militia," approved June 13th, 1842. This act was passed to redeem the obligations of the General Government towards Maine, to protect her against foreign invasion, which rights are guarantied to every State in the Union, by an express constitutional provision. It was also made to conform "to the laws and regulations which have governed in the payment of the volunteers and militia of other States," and was limited to the reimbursement of such expenditures as were made after the troops were mustered and received into actual service, *provided*, they came within the regulations and usages of the United States army; the same principles which governed the adjustment of accounts accruing in the regular service, being strictly applied to the settlement of our claims. Under this rigid construction of the law, all expenses on account of preliminary movements, could not be admitted by the accounting officers who were charged with the adjudica-

tion of the claims presented under the act referred to; and, consequently, it was considered for the interest of Maine, that such portion of this class of accounts as did not come within the scope of allowances contemplated by this act, should be withdrawn, and included with her claims under the Treaty which provides for a more complete and ample indemnity.

In conformity to a resolve passed by the Legislature of 1839, the monthly allowance of the militia called into the service of the State in that year, for the protection of its northeastern frontier, was increased from the rates established by law for the pay of United States troops; and the several sums paid under authority of that resolve, were deducted from the rolls in making up the accounts of the pay department, to be submitted "to the Paymaster General of the United States army and the accounting officers for their inspection," under the act of Congress of June 13th, 1842, which does not authorize the admission of any charges beyond the regular army pay. This extra compensation, however, being unquestionably an expense incident to the protection of the territory of Maine, the propriety of her claiming its reimbursement under the Treaty stipulations, cannot justly be disputed, although it was inadvertently omitted to be mentioned in the statement furnished the Department.

The amount of the claims of individuals, referred to in a resolve of March 24th, 1843, was also included in this estimate, by direction of the Executive.

At an early period after my arrival at Washington, a meeting of our entire delegation was convened, at my request, in pursuance of instructions from the Governor, for the purpose of consulting upon the most effectual mode of procedure in order to obtain a sufficient appro-

priation from Congress, to cover the outstanding claims of Maine under the Treaty of Washington, or such portion thereof as could at that time be specified. At this meeting I submitted, for the consideration of the delegation, the statement which had been prepared, exhibiting the character, and detailing the several items, of our additional claim. The original paper presented on that occasion is furnished herewith, marked E. After a full and careful examination of the matter, as the appropriation required was to be founded upon a treaty stipulation, the delegation unanimously concurred in the opinion, that the most suitable course would be, to call the attention of the Department of State to the subject, and request the Secretary to transmit to the appropriate committee of Congress, an estimate of the amount of appropriation needed; and they also agreed to co-operate in the adoption of such other measures as might be deemed necessary to effectuate the desired object. In conformity with this understanding, written application was made to the Secretary of State, on the first of April, which was immediately transmitted by him, officially, to the chairman of the committee of Ways and Means of the House of Representatives. Copies of the communications addressed to Mr. Calhoun, in relation to this matter, and of his reply, are filed with this report, marked F, G, and H.

The committee of Ways and Means, after a deliberate examination of the subject, reported, unanimously, the following amendment to the civil and diplomatic appropriation bill, to wit:

“To satisfy the claims of the State of Maine, under the stipulations of the Treaty between the United States and Great Britain, concluded on the ninth of August, one thousand eight hundred and forty-two, a sum not exceeding eighty thousand dollars; \$80,000.”

This amendment was also agreed to by the committee of Finance on the part of the Senate, and adopted by both branches of Congress without opposition; and it now forms a clause in the “act making appropriations for the civil and diplomatic expenses of government for the fiscal year ending the thirtieth day of June, 1845, and for other purposes,” approved June 17th, 1844.

Immediately after the adjournment of Congress, I returned to Augusta, for the purpose of making up the additional accounts of Maine against the United States of claims under the Treaty, and of procuring the proper vouchers and evidence necessary to substantiate the same; and also, to obtain further testimony relative to our military claims, the auditing of which had, in the meantime, been progressing with as much rapidity as the nature of the business would admit. My personal attention had been constantly devoted to this branch of the duties assigned me, and I endeavored to render all the assistance in my power to facilitate the proper adjustment of the accounts, in such a manner as would not only be in accordance with the principles laid down by the act of Congress providing for their settlement, but in conformity to the expectation of the authorities of Maine.

By a resolve of the Legislature, approved March 24th, 1843, the Governor and Council were “authorized to audit all claims of individuals, for injuries and losses growing out of the operations of the State, rendered necessary for the protection of the disputed territory; and for the reimbursement of which, the United States are holden to Maine by the terms of the fifth article of the Treaty of Washington; to forward, to the proper authorities of the United States, the proofs and vouchers of the claims so audited; and to pay over to the claimants, the amounts

due them respectively, when received by this State from the United States.”

It is well known, that, in pursuance of the foregoing resolve, the claims, therein alluded to, had been in the course of examination at different periods, by the Executive Council, and much care taken to ascertain the justice of the remuneration, demanded by the claimants, for damages and losses sustained in consequence of measures adopted by the agents of the State, in carrying into effect the resolves of the Legislature of the twenty-fourth of January, 1839; and after a full and laborious investigation of the testimony which had been obtained to verify these claims, they were adjudicated, and such amounts allowed as the evidence appeared to justify, and a final report made thereon, on the twenty ninth of June, 1844, a copy of which is subjoined, marked I.

A special order of Council was passed on the same day that the above claims were reported upon, giving the agent such authority and instructions as were deemed essential to accomplish the intention of the resolve upon which their audit and allowance were predicated. In fulfilling the directions of this order, I procured from the several individuals the necessary vouchers for their claims, which were filed with our other accounts under the Treaty. A copy of the order of Council above mentioned, is appended hereto, marked J.

After collecting the proper data, I prepared for presentation “ACCOUNT No. 3, of the State of Maine against the United States of claims under the Treaty of Washington,” comprising such items as had not heretofore been acted upon, of “expenditures *incurred* on account of her northeastern boundary, in accordance with resolves of the Legislature, and under authority of the Governor

and Council ;” amounting in the aggregate to the sum of \$78,593·56.

This account was properly authenticated by an official certificate of the Governor, under the seal of the State. A copy of this certificate is filed herewith, marked K. A transcript of the general account is also furnished, marked L.

While this account was in the course of adjustment at the office of the Fifth Auditor of the Treasury, it was ascertained that one half the cost of certain articles of subsistence stores and other supplies, consumed by the civil posse, in the joint employ of Maine and Massachusetts, stationed at forts Fairfield and Kent, in the year 1841, had been refunded to Maine by the latter State, amounting to the sum of \$1,635·42. As all the original bills of purchase of these supplies had been admitted in the settlement made at the Treasury Department in 1843, I immediately addressed a letter to Mr. Pleasonton, apprising him of the fact, and requesting the proper correction to be made in our account. A copy of this communication is filed, marked M.

The examination of these claims was completed in November last, and a copy of the Auditor’s report thereon is herewith submitted, marked N.

By this report it will be perceived, that after deducting the sum of \$1,635·42, paid by the Commonwealth of Massachusetts to the Land Agent of Maine, as suggested by my letter to the Auditor, to which reference has been made, the amount admitted to the credit of the State, is \$9,808·70, and the amount suspended or rejected, \$67,149·44.

The grounds assumed by the Auditor for the rejection of so large a portion of our claims, are briefly set forth

in the report of that officer. A reference to the settlement made in 1843, will show conclusively, that his decisions on many points are entirely inconsistent with the principles of former allowances, and his objections generally, are considered as futile as they are untenable. Whether the narrow and inequitable construction given to the terms of the Treaty, as manifested by this report, will be sustained by higher authority, is yet to be seen.

During the progress of the negotiation of the Treaty of Washington, and after its final consummation, the Commissioners of Maine were given to understand that all the terms, conditions, and equivalents mentioned therein, should be responded to by the General Government, in the most prompt, liberal and satisfactory manner. Maine had a right to expect, by the stipulations of that Treaty, an equitable adjustment of *all claims for expenses incurred by her*, on account of operations growing out of the defence of her soil from foreign aggression, and if this just expectation be not eventually realized, she will have ample cause for complaint.

On my return to Maine in November last, I apprised the Governor and Council of the exceptions which had been taken to a part of our claims; and after due deliberation concerning the matter, it was suggested, among other things, that an application should be made to the commissioners who were charged under the resolves of May 26th, 1842, to carry on the negotiations on the part of Maine, "in relation to the northeastern boundary of this State," for a statement, defining the character of the claims, which, according to their understanding, were intended to be covered by the Treaty stipulations.

In compliance with this suggestion, I addressed a letter to Hon. Wm. P. Preble, under date of November 21st,

(a copy of which is annexed, marked O,) and another of the same tenor and date to Governor Kent, requesting their attendance at Augusta, for the purpose of conferring upon this business, and taking such course as the exigencies of the case required. I also had a personal interview with Mr. Otis on the subject. Copies of their replies are subjoined, marked P and Q, by which it will be seen that professional engagements prevented their compliance with the request of the Executive. It was then proposed, that Mr. Otis should accompany me to Portland, in order to have a conference with Judge Preble, to which he assented, but circumstances prevented his doing so. The result of my interview with Judge Preble, in relation to this matter, was communicated to the Secretary of State, and a copy of my letter to him is filed herewith, marked R. I also furnish a letter from Mr. Otis, marked S, which was not received until after I reached Washington, having been forwarded from Portland.

I was subsequently informed by letters from Mr. Johnson, that he made every effort to procure the desired statement from Messrs. Kent and Otis, but without success. From the assurances given both to Mr. Johnson and myself, by Mr. Otis, we had every reason to suppose that they would furnish their views concerning the obligations of the General Government towards Maine, in the matter of the pecuniary equivalents accorded by the Treaty, after a reasonable time had elapsed; and I accordingly delayed application to the appellate authorities of the Treasury Department, until we could avail ourselves of the considerations which might be expressed by the commissioners, and which, it was supposed, would have due weight in facilitating an equitable settlement of our claims. After waiting as long a period as was deemed

prudent, I submitted, on the sixth of February, for the consideration of the First Comptroller of the Treasury, who is by law the final arbiter of disputed claims, a statement, expressing the opinions of the authorities of Maine in regard to the rights guarantied to her by the stipulations of the Treaty of Washington, and presenting such arguments in reply to the objections of the Auditor as a minute and careful investigation of the case suggested. A copy of this statement, and of the letter accompanying the same, is communicated herewith, marked T. A transcript of the statement submitted to the Fifth Auditor in October, 1844, therein alluded to, is also appended, marked U.

In consequence of the immense press of business before the Departments, and which is always necessarily augmented towards the close of a session of Congress, and particularly previous to the advent of a new administration, the personal attention of the Comptroller could not be given to the examination of our claims, until after the adjournment. They have recently been taken up by that officer, and I have his assurance, that they will receive as prompt consideration as circumstances will admit. As this final revision of our accounts involves a critical investigation of all their details, in connection with the adjustment made in 1843, and of the principles which controlled that settlement; as well as a legal inquisition with regard to the construction of the terms of the Treaty, it is apparent that some further delay must unavoidably occur. I do not hesitate, however, to express my convictions, that a candid and impartial examination of the matter will produce a favorable result; but if the Comptroller does not deem it consistent with his judgment to coincide in the views expressed in the arguments we have

submitted, I propose to request a reference of the case to the Attorney General for his opinion, before whom can be adduced such additional propositions and testimony as may be demanded. If this course be not successful, we can, as a last resort, appeal to Congress, and insist upon such legislation as will award justice to Maine.

I have procured the allowance, through the Department of State, of a claim of Maine, for certain articles furnished the United States Commissioners charged with the exploration and survey of the northeastern boundary line, in 1840 and 1841, amounting to one hundred and eight dollars; and transmit herewith, marked V, copies of the account and papers which were presented, and of the report of the accounting officers thereon, by which it will be seen, that the above sum is admitted to the credit of the State.

The settlement of such portion of the military claims of the State of Maine, under the act of Congress of June 13th, 1842, as were referred to the office of the Second Auditor, for examination and adjustment, comprising accounts of expenditures for ordnance, ordnance stores, and other munitions of war, camp equipage, tents, blankets, knapsacks, hospital stores, repair of arms, and for miscellaneous services incident to the pay department, was completed on the 21st December, 1844; and a report on the same transmitted to the Second Comptroller for approval. According to that statement, a balance was found due to Maine of \$15,948.28. Upon a thorough revision, however, of the accounts in the office of the Comptroller, this balance was increased to the sum of \$17,908.58, which amount was certified to, admitted, and paid over to me on the sixth of February last, in a draft on the Merchants' Bank, Boston, which I immediately transmitted to the Treasurer of State.

As the abstracts and vouchers connected with the above accounts, are intimately connected in many respects, with those now in the course of liquidation at the office of the Third Auditor, it will be impracticable for me to exhibit the details of the settlement, until I make my final report.

In the several communications which I have had the honor to submit to the Executive, during the past year, and particularly in that under date of July 1, 1844, I have stated the reasons which operated to retard the final settlement of our military claims. I have the pleasure now to state, that the examination, which has proved infinitely more tedious, than either the accounting officers or myself anticipated, is nearly completed, and it is expected, that a report will be transmitted to the Comptroller, during the early part of next month. There are several suspended cases, which will require the action of the Secretary of War, under special provisions of the act of Congress; and unless obstacles are interposed, which are not now foreseen, the entire business will probably be completed within a short period.

There will, undoubtedly, be some disallowances of charges which are not admissible, under the construction given by the accounting officers, to the act of June 13th, 1842; but as the expenditures were all incurred by Maine, for the protection of her territory, she can, with great propriety, present an equitable claim for the payment of such items, under the Treaty of Washington.

I have the honor to be,

Very respectfully,

Your obedient servant,

SAMUEL L. HARRIS.

Augusta, March 21, 1845.

CORRESPONDENCE.

A.

[COPY.]

DAMARISCOTTA MILLS, }
7th June, 1843. }

SIR:—I have received, by this day's mail, your letter of the 2d instant, with its enclosure; and it is gratifying to learn that such progress has been made in the auditing of the civil posse accounts.

Your previous letter of the 22d of May, came to hand in due course. Near the close of the late session of the Legislature, a resolve was passed authorizing the Governor and Council to audit claims made by individuals for damages sustained in consequence of the measures adopted against intruders on the public lands, in 1839; and the amount thus ascertained was directed to be added, I believe, to the other expenses attending those measures. I have not a copy of the resolve to which I can now refer for more specific information; but my object in writing to you at this time, is to say that, until the Governor and Council shall have acted on those claims, nothing should be done at Washington which might preclude or prejudice their consideration and allowance by the General Government. It would appear from your letter, that you were not aware of the passage of the resolve in question. The Council will commence its session on the 10th instant, and those claims will probably be disposed of before the adjournment. As you propose visiting Augusta so

soon, it would, therefore, be as well to delay, for the present, any action on the other matters to which you allude.

Believe me, sir,

With true regard,

Yours, &c.,

(Signed,) EDWARD KAVANAGH.

SAMUEL L. HARRIS, ESQ., *Washington, D. C.*



B.

[COPY.]

WASHINGTON, 17th Aug., 1843.

SIR:—I arrived here on the 7th inst., having been detained several days by severe indisposition. I should have written you ere this, but have been waiting to receive some intelligence from Bangor, in relation to the additional claims of which I spoke, when at Damariscotta.

I am progressing very well with the posse accounts. The examination, of all the vouchers I have presented, is completed in the 5th Auditor's office, and the amount, (with the exception of a few suspended cases,) admitted. They will be taken up in the Comptroller's office tomorrow, and I shall endeavor to get them through as soon as practicable.

Will you please direct what course is to be pursued with the claims for which we have not yet obtained vouchers, and the amount of which is not at present ascertainable. They are as follows:

1. Expenditures made by the Land Agent of Maine, previous to 1839, for the purpose of protecting our territory.

2. Services and expenses of the commissioners appointed under a resolve of the Legislature, approved February 21, 1843, “to locate grants and determine the extent of possessory claims under the late Treaty with Great Britain.”

3. Amount of allowances under resolves of March 24, 1843, to individuals, “for injuries and losses growing out of the operations of the State, rendered necessary for the protection of the disputed territory.”

You will perceive that I have made no mention of the charges made in company with Massachusetts, amounting to about \$6,000. This account, I think, can be completed and presented at this time, together with the principal part of the vouchers.

The expenditures of the Land Agent, previous to 1839, will not amount to anything like the sum I supposed when I saw you. The various items cannot be ascertained without much trouble, and as our account already exceeds the appropriation by several thousand dollars, perhaps it will be as well to have it made up during the year, previous to the next session of Congress.

I have the honor to be,

With sincere respect,

Your obedient servant,

SAMUEL L. HARRIS.

His Excellency, EDWARD KAVANAGH,
Governor of Maine.

C.

[COPY .]

WINCHESTER, 2nd September, 1843.

SIR:—Your several letters of the 17th, 22nd, and 24th ultimo have been received, together with papers enclosed by Gov. Parris.

In regard to the items of claims against the General Government, classified in your letter of the 17th, you are aware of the reason why the vouchers necessary to substantiate them are not ready to be presented to the accounting officers, at Washington; and you will give the needful explanation thereof, at the proper department, taking care that there be placed on file official evidence that claim has been made by the State for reimbursement of the full amount of the sum which may appear to be due after the accounts of those items shall have been collected and liquidated.

You will, also, adopt such other measures as you may deem expedient, to have the case presented to Congress, if necessary, at its next session, through the proper department.

It is quite satisfactory to learn that you have been able to make such favorable progress in procuring the allowance of the other portions of our claim for the expenses of the civil posse; and I trust that it will be in your power to report finally thereon, at the next session of the council, which will be held on the 10th of October next.

Under this same enclosure, I return the depositions of Dudley F. Leavitt, duly authenticated.

With respectful regard,

Your obedient servant,

EDWARD KAVANAGH.

To SAMUEL L. HARRIS, Esq., *Washington, D. C.*

D.

[COPY.]

WASHINGTON, 5th December, 1843.

SIR:—I am directed, by the Executive of Maine, to communicate a statement of the claims of that State against the General Government, under the fifth article of the Treaty of Washington, for expenses incurred by said State for the protection of her northeastern frontier, which have not been heretofore presented.

It is expected, that,—according to the terms of the Treaty which expressly stipulates that the government of the United States “*will pay and satisfy the States of Maine and Massachusetts respectively, for all claims for expenses incurred by them in protecting the said heretofore disputed territory,*”—provision will be made by Congress, for reimbursement of the full amount of the sum which may appear to be due, after the vouchers necessary to substantiate the above mentioned accounts are collected, and liquidated by the proper accounting officers of the Treasury; and that the amount which the claims that have already been audited, exceeds the appropriation of \$206,934.79, under the act of March 3, 1843, will be included in the appropriation that may be made by Congress for the above purpose.

The following statement exhibits the character of the claims referred to :

1. Expenditures incurred in company with the Commonwealth of Massachusetts, in protecting from the deprivations of trespassers, &c., the territory recently in dispute with Great Britain; as per account herewith submitted, marked A, amounting in the aggregate to \$6,805.58.

2. Expenditures made by the Land Agent of Maine, previous to the year 1839, for the purpose of protecting our territory.

3. Services and expenses of the commissioners appointed under a resolve of the Legislature, approved 21st of February, 1843, "to locate grants and determine the extent of possessory claims under the late Treaty with Great Britain," an authenticated copy of which is filed herewith, marked B.

4. Amount of allowances under a resolve of 24th of March, 1843, to individuals, "for injuries and losses growing out of the operations of the State, rendered necessary for the protection of the disputed territory." A copy of said resolve is submitted, marked C.

5. The preliminary expenses incurred by Maine on account of the Aroostook expedition, comprising payments to cities and towns for supplies, transportation, forage, &c., furnished the militia called into actual service by the State, for the protection of its northeastern frontier, in 1839, and to officers and other persons for making drafts, and other services.

6. Amount of pensions and allowances granted by the Legislature of Maine, on account of injuries received in the Aroostook expedition, which has not been paid from the State treasury, the 20th of July, 1843, as per statement marked D,—\$510.

The amount of items numbered 2, 3, 4 and 5, is not at present ascertainable; but accounts of all the preceding expenditures, in due form, substantiated by proper vouchers, will be furnished after the necessary action is had by Congress in the premises.

I have the honor to be, sir,

With much respect, your ob't serv't,

SAM'L L. HARRIS, *Agent for Maine.*

HON. S. PLEASANTON, *Fifth Auditor
of the Treasury Department, Washington.*

E.

STATEMENT

Of claims of the State of Maine against the United States, under the 5th Article of the Treaty of Washington, for expenses incurred by said State for the protection of her northeastern frontier, for which an additional appropriation from Congress is required.	
Amount of excess beyond the appropriation per act of Congress of March 3, 1843, of accounts audited at the Treasury Department,— as per statement and report of the fifth Auditor and first Comptroller, dated 25th of September, 1843,	\$6,110 26
Amount of expenditures incurred in company with the Commonwealth of Massachusetts, in protecting from the depredations of trespassers, &c., the territory recently in dispute with Great Britain, as per account thereof and vouchers,	6,910 07
Amount of preliminary expenses incurred by Maine on account of the Aroostook Expedition, comprising payments to cities and towns for supplies, transportation, forage, &c., furnished the Militia called into actual service by the State for the protection of its northeastern frontier in 1839, and to officers and other persons for making drafts and other services,	25,084 75
Amount of compensation paid to the Militia of Maine in actual service in 1839, for the protection of the northeastern frontier, in addition to the pay and allowances according to the regulations of the United States service, in pursuance of a resolve of the Legislature, passed March 25, 1839,	10,798 23
Amount of claims under a resolve of the Legislature of Maine, entitled "Resolve relating to certain claims under the Treaty of Washington," passed March 24, 1843, "for injuries and losses growing out of the operations of the State rendered necessary for the protection of the disputed territory," and for Agencies, &c.,	23,754 76
Amount of balance of pensions and allowances granted by the Legislature of Maine on account of injuries received in the Aroostook expedition, included in the account of claims under the Treaty, presented to the	

CLAIMS AGAINST THE UNITED STATES. 99

accounting officers in 1843, but unpaid in consequence of not being due,	510 00
Amount of pensions and allowances granted by the Legislature of 1844, on account of the Aroostook expedition,	1,440 00
Amount paid Josiah S. Little for expenses of a journey to Fredericton in 1838, by order of Gov. Kent, on business connected with the survey of the N. E. boundary in that year,	80 00
Amount paid N. C. Fletcher for expenses of a journey to Saco in 1839, on business connected with the Aroostook expedition,	22 00
Amount paid Reuel Williams, Nicholas Emery, and William P. Preble, for services and expenses as commissioners under a resolve of the Legislature of Maine, passed March 3, 1832, as per resolve of February 29, 1844,	2,250 00
	\$76,960 07

CLAIMS of Maine under the Fourth Article of the Treaty of Washington.

Amount of compensation and expenses of the commissioners appointed under a resolve of the Legislature, approved 21st February, 1843, "to locate grants and determine the extent of possessory claims under the late Treaty with Great Britain."

Expenses for 1843:

Paid to Philip Eastman,	1,285 80
" John W. Dana,	555 38
" H. W. Cunningham,	511 18
	\$2,352 36

<i>Estimated expenses for 1844,</i>	3,550 00
	\$5,902 36

Value of the territory which may be ceded to quiet the settlers, in pursuance of the Treaty stipulations,

F.

[COPY .]

WASHINGTON, April 1, 1844.

HON. JOHN C. CALHOUN,

Secretary of State.

The appropriations heretofore made by Congress, to carry into effect the stipulations of the Treaty with Great Britain, of August 9, 1842, so far as the State of Maine is concerned, have proved to be insufficient, by the sum of about *eighty thousand dollars*, as will be more particularly shown to you by Samuel L. Harris, Esq., agent on the part of the State of Maine, for this purpose. As these claims and accounts, presented by Mr. Harris, for the State, are now in process of adjustment, an appropriation by Congress, for their payment, would seem to be necessary. We, therefore, most respectfully request you to furnish an estimate to the appropriate committee of Congress, of the sum that may be needed for said purpose.

With great respect,

Your most ob't servants,

(Signed,)

GEORGE EVANS,
JOHN FAIRFIELD,*Senators ;*R. P. DUNLAP,
JOSHUA HERRICK,
H. HAMLIN,
L. SEVERANCE,
F. H. MORSE,*Members of House of Representatives.*

G.

[COPY.]

WASHINGTON, 1st April, 1844.

SIR :—The undersigned, having been commissioned, by the Executive of Maine, on the 27th of March, 1843, to present to the General Government, for liquidation, the claims of that State, for expenses incurred in the protection of her northeastern frontier, the reimbursement of which, was made one of the conditions of the Treaty of Washington, would beg leave respectfully to state, that in pursuance of said appointment he presented, during the last year, to the accounting officers, such portion of the claims of Maine, under the Treaty stipulations, for which proper accounts and vouchers could be furnished at that time; that said accounts were duly audited and admitted, and payment made to the extent of the appropriation, per act of Congress, of March 3, 1843, amounting to the sum of \$206,934.79, as will appear by the statement and report of the Fifth Auditor and the First Comptroller of the Treasury Department, dated 25th September, 1843; and that the State of Maine claims a further allowance, under the Treaty, for expenses incurred by her on account of the northeastern boundary, the accounts and vouchers of which are now in the course of preparation, the precise amount of which is not at present ascertainable, but will not exceed the sum of eighty-five thousand dollars; \$85,000.

As it is important that some provision should be made by Congress, during its present session, for the final settlement of these claims, the undersigned would respectfully request, that an estimate of the amount of the appropriation required to cover them, may be communi-

cated to Congress by the Department of State, in order that the provisions of the Treaty, in this respect, may be carried into full effect.

I have the honor to be, sir,
Very respectfully,
Your obedient servant,

SAMUEL L. HARRIS,
Agent for Maine.

HON. JOHN C. CALHOUN,
Secretary of State, Washington.



H.

[COPY.]

DEPARTMENT OF STATE, }
Washington, 4th April, 1844. }

SAMUEL L. HARRIS, Esq.,
Agent for the State of Maine.

SIR:—Your letter of the 1st instant, informing me that the State of Maine has a further claim, for expenses incurred on account of the northeastern boundary, has been received; and a copy of it has been transmitted to the chairman of the committee of Ways and Means, of the House of Representatives.

I am, sir,
Your obedient servant,
(Signed,) J. C. CALHOUN.

I.

STATE OF MAINE.

IN COUNCIL, June 29, 1844.

The select committee to which was referred, in pursuance of a resolve of the Legislature, approved March 24, 1843, the claims of Thomas E. Perley and others, for injuries and losses growing out of the operations of the State, rendered necessary for the protection of the disputed territory, and of James L. Child and Rendol Whidden, for services as agents, on business connected with the Aroostook expedition, in 1839, having examined the same, together with the testimony presented to substantiate said claims, report, that there be allowed to the individuals hereinafter mentioned, the sums set against their names respectively, in full satisfaction for said claims, to wit :

To Thomas E. Perley,	\$3,037 33
Shepard Cary,	2,961 00
James Houlton,	1,323 48
William Webster,	1,002 50
Edwin Plummer,	1,031 00
Isaac B. Smith,	3,405 40
Webster & Pillsbury,	6,939 88
Jacob H. Smith,	104 73
James L. Child,	320 31
Rendol Whidden,	50 00
	<hr/>
	<u>\$20,175 63</u>

Amounting in the aggregate to the sum of twenty thousand one hundred and seventy five dollars and sixty three cents.

Which is respectfully submitted.

J. A. LINSOTT, *per order.*

Read and accepted by the Council, and by the Governor approved.

ATTEST: P. C. JOHNSON, *Sec'y of State*.

SECRETARY'S OFFICE.

I hereby certify that the foregoing is a true copy of the original, on file in this office.

P. C. JOHNSON, *Sec'y of State*.



J.

STATE OF MAINE.

IN COUNCIL, June 29, 1844.

ORDERED, That the agent appointed to adjust the claims of this State against the General Government, under the Treaty of Washington, be authorized and directed to procure the *necessary vouchers* to substantiate the claims of the several individuals for injuries and losses growing out of the operations of the State rendered necessary for the protection of the disputed territory in 1839, which claims have been audited and allowed in pursuance of a resolve of the Legislature, passed March 24, 1843, as per report of Council passed this day, and also the claims of James L. Child and Rendol Whidden, for their services as agents on business connected with the Aroostook expedition, as allowed by said report, and to give his receipt therefor; and that said agent be, and he is hereby, authorized to pay over to the claimants mentioned in said report, respectively, the several sums therein allowed, when received from the Treasury of the United States; *provided*, the vouchers received from said claim-

ants are admitted by the accounting officers of the Treasury Department at Washington. Said agent to submit for the inspection of the Governor and Council an account of his doings, under the provisions of this order.

BARNABAS PALMER.

Read and passed. Messrs. B. Palmer, Boyd, Towle, and Linscott voting in the affirmative, and Mr. Whitmore in the negative.

ATTEST: P. C. JOHNSON, *Sec'y of State.*

I hereby certify, that the foregoing is a true copy of the original, on file in this office.

Attest: P. C. JOHNSON, *Sec'y of State.*



K.

STATE OF MAINE.

HUGH J. ANDERSON, *Governor of the State of Maine:*

To all who shall see these presents,

GREETING.

[L. S.] KNOW YE, That the expenditures charged
in the account No. 3, of the State of Maine
against the United States, of claims under the
Treaty of Washington, "for expenses *in-*
curring on account of the northeastern bound-
ary, in accordance with the resolves of the Legislature,
and under the authority of the Governor and Council,
hereunto annexed, and which are more particularly speci-
fied in certain accounts and abstracts therein referred to—
to wit:

Balance due on accounts Nos. 1 and 2,	\$6,110 26
Abstract A,	5,358 63
“ B,	25,901 45
“ C,	10,798 23
“ D,	510 00
“ E,	1,440 00
“ F,	2,250 00
“ G,	22 00
“ H,	80 00
“ I,	5,902 36
“ J,	45 00
“ K,	320 31
“ L,	50 00
“ M,	19,805 32
	<hr/>
	\$78,593 56
	<hr/> <hr/>

Amounting in the aggregate to the sum of seventy eight thousand five hundred ninety three dollars and fifty six cents, are correctly stated, as exhibited by the books and accounts of the Treasury Department and Land Office, and the records and files of the Executive Council of the State of Maine; that the expenses were actually incurred for the purposes therein specified; that the several certificates, of Philip C. Johnson, Secretary, James White, Treasurer, and Levi Bradley, Land Agent, appended to various vouchers and papers connected with said accounts, are entitled to full and ample credit; and that the several vouchers comprising said accounts and abstracts, have been duly examined and audited by the Legislature or by the Governor and Council of Maine.

In testimony whereof, I have caused the seal of the State to be hereunto affixed.

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Given under my hand, at Augusta, this fifteenth day of July, one thousand eight hundred and forty four, and in the sixty ninth year of the independence of the United States of America.

BY THE GOVERNOR :

PHILIP C. JOHNSON, *Sec'y of State.*

~~~~~  
*L.*

ACCOUNT No. 3.

CLAIMS UNDER THE TREATY OF WASHINGTON.  
~~~~~

THE UNITED STATES *in account with the STATE OF MAINE, Dr.*

For expenditures incurred on account of her northeastern boundary, in accordance with resolves of the Legislature, and under the authority of the Governor and Council, as follows :

To this amount, being the excess beyond the appropriation, per act of Congress, of March 3, 1843, of Accounts Nos. 1 and 2, audited at the Treasury Department ; as per statement and report of the Fifth Auditor and First Comptroller, dated 25th September, 1843, \$6,110 26

To amount of expenditures incurred in company with the Commonwealth of Massachusetts, in protecting from the depredations of trespassers, &c., the territory recently in dispute with Great Britain ; as per abstract marked A, 5,358 63

To amount of preliminary expenses incurred in 1839, on account of the Aroostook expedition, comprising payments to cities and towns for supplies, transportation, camp equipage and camp utensils, furnished the Militia, called into actual service by the State of Maine, for the protection of her northeastern frontier, and to officers and other persons for making drafts and other services ; in pursuance of resolves of 16th and 18th

March, 1840, per roll of accounts audited by a joint select committee of the Legislature of said State, and by the Acting Quartermaster General, in 1840, as per abstract marked B,	25,901 45
To amount of compensation paid to the Militia of Maine in actual service, in 1839, for the protection of her northeastern frontier, in addition to the pay and allowances according to the regulations of the United States service, in pursuance of a resolve of the Legislature of said State, passed 25th March, 1839; as per abstract marked C,	10,798 23
To this amount, being balance of pensions and allowances granted by the Legislature of Maine, on account of injuries received in the Aroostook expedition, in 1839, included in Account No. 2 of claims under the Treaty, submitted to the accounting officers, in 1843, but unpaid in consequence of not being due; as per abstract marked D,	510 00
To amount of pensions and allowances granted by the Legislature of 1844, to individuals for injuries received while engaged in the service of the State in protecting her northeastern frontier, in 1839; as per abstract marked E,	1,440 00
To amount paid Reuel Williams, Nicholas Emery, and William P. Preble, for services and expenses as Commissioners under resolves of the Legislature of Maine, passed 3d March, 1832, in pursuance of a resolve of 29th February, 1844; as per abstract marked F,	2,250 00
To amount paid Nathan C. Fletcher, for expenses of a journey from Augusta to Saco, in 1839, on business connected with the Aroostook expedition; as per abstract marked G,	22 00
To amount paid Josiah S. Little, for expenses of a journey to Fredericton, in 1838, by order of Governor Kent, on business connected with the survey of the northeastern boundary, in that year; as per abstract marked H,	80 00
To amount of compensation and expenses of the Commissioners appointed under a resolve of the Legislature, approved 21st of February, 1843, "to locate	

CLAIMS AGAINST THE UNITED STATES. 109

grants and determine the extent of possessory claims under the late Treaty with Great Britain," to wit :		
Expenses for the year 1843,	2,352 36	
Estimated expenses for 1844,	3,550 00 ;	
as per abstract marked I,	_____	5,902 36
To amount paid Manly B. Townsend, in pursuance of a resolve of the Legislature of Maine, passed March 6, 1844, for services incident to drafting the militia into actual service for the protection of the northeastern frontier, in 1839, as per abstract marked J,		45 00
To amount of compensation to James L. Child, agent of the State of Maine, in making purchases of supplies, in Boston, for the troops called out in 1839, for the protection of the northeastern frontier ; as per abstract marked K,		320 31
To amount for services and expenses of Rendol Whidden, as bearer of despatches from Augusta to Houlton, and other services connected with the Aroostook expedition, in the year 1839, as per abstract marked L,		50 00
To amount of claims of individuals for injuries and losses, growing out of the operations of the State, rendered necessary for the protection of the disputed territory, in 1839, audited and allowed by the Governor and Council, as per abstract marked M,		19,805 32
Aggregate,		<u>\$78,593 56</u>

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M.

[ COPY . ]

WASHINGTON, 8th October, 1844.

SIR:—I would beg leave to state that the Commonwealth of Massachusetts has charged in her account of claims under the Treaty of Washington, the sum of \$1,635.42, being the amount paid the Land Agent of Maine for her proportion of the cost of subsistence, stores

and other articles consumed for the benefit of the *civil posse* of Maine and Massachusetts, stationed at forts Fairfield and Kent, in the year 1841, as will more particularly appear by reference to certain schedules, marked "A, No. 33," "C, No. 34," and "F, No. 35," filed with voucher No. 16, of the account of said Commonwealth; and it is supposed, (although the matter is involved in some uncertainty, owing to the peculiar character of the accounts,) that a large portion, if not the whole, of the above amount has already been included in the general bills heretofore charged by Maine to the General Government, in her accounts of claims under the Treaty, which have been examined and settled by the accounting officers of the Treasury.

It does not appear that the amount refunded by Massachusetts, as above stated, has been passed to the credit of the United States by the State of Maine, it having been inadvertently overlooked in making up the accounts.

As Maine has no wish to receive from the General Government, any more than is justly her due under the stipulations of the Treaty, I have great pleasure in making the necessary correction, and hereby request that the above sum of sixteen hundred thirty five dollars and forty two cents (\$1,635.42) be deducted from "account No. 3, of the State of Maine, of claims under the Treaty of Washington," now in the course of liquidation in your office.

I have the honor to be, sir,

With respect,

Your obedient servant,

SAMUEL L. HARRIS,

*Agent of Maine.*

HON. STEPHEN PLEASANTON,

*Fifth Auditor, Washington.*

N.

THE UNITED STATES *to the* STATE OF MAINE, *Dr.*

For the following sums allowed to the said State in pursuance of an appropriation made per act of Congress of June 17th, 1844, to satisfy the claims of the State of Maine, under the stipulations of the Treaty between the United States and Great Britain, concluded on the 9th of August, one thousand eight hundred and forty-two—per account marked No. 3, and abstracts marked A, G, H, and K, herewith, viz :

For this sum, being the excess beyond the amount appropriated per act of Congress of March 3d, 1843, entitled “an act for carrying into effect the Treaty between the United States and Great Britain, concluded at Washington, August 9, 1842,” and contained in accounts settled at this office, per report No. 6,528, and deducted therefrom, for want of an appropriation to cover the whole amount—per said account No. 3, herewith, \$6,110 26

For traveling expenses of Land Agent of the State of Maine; expense of surveying a road from Penobscot to Fish river; exploring, surveying and making a road to the Aroostook; looking after trespassers; examining St. John and Aroostook rivers; expense of an expedition to Aroostook, to drive off trespassers; expense of civil posse at Fish river; traveling expenses on business connected with the Aroostook expedition, and on survey of the northeastern boundary, and compensation to agent in purchasing supplies for the troops called out in 1839—per said account and abstracts A, G, H, and K, herewith, 5,333 86

---

\$11,444 12

From which deduct this sum, being the amount paid by the Commonwealth of Massachusetts to the Land Agent of the State of Maine, (and charged in the accounts of the said Commonwealth against the U. States, for claims under the Treaty of Washington,) for her proportion of the costs of subsistence, stores and other articles consumed, for the benefit of the civil posse of Maine and Massachusetts, stationed at forts Fairfield and Kent, in

|                                                                                                           |                   |
|-----------------------------------------------------------------------------------------------------------|-------------------|
| 1841—per letter of Samuel L. Harris, agent of the State of Maine, a copy of which, marked X, is herewith, | 1,635 42          |
|                                                                                                           | <u>\$9,808 70</u> |

TREASURY DEPARTMENT,  
 FIFTH AUDITOR'S OFFICE, }  
 November, 1844. }  
 A. SPEAR.

|                                                                                                                                                                                                    |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| The amount claimed by the State of Maine, per her account, No. 3, herewith, after deducting the credit mentioned in the letter of Samuel L. Harris, agent of said State, of 8th October, 1844, is, | \$76,958 14        |
| The balance due said State by this statement, is,                                                                                                                                                  | 9,808 70           |
| Difference,                                                                                                                                                                                        | <u>\$67,149 44</u> |

Which *difference* is thus accounted for, viz :

For the following charges in said account, disallowed in this settlement for the following reasons, viz :

Amount of preliminary expenses incurred in 1839, on account of the Aroostook expedition, comprising payments to cities and towns for supplies, transportation, camp equipage and camp utensils, furnished the militia called into actual service by the State of Maine, for the protection of her northeastern frontier, and to officers and other persons for making drafts, and other services, in pursuance of resolves of the 16th and 18th March, 1840, per roll of accounts audited by a joint select committee of the Legislature of said State, and by the Acting Quartermaster General, in 1840, per abstract marked B,

\$25,901 45

[NOTE.—The items contained in this abstract (B) it is believed are of that character of claims for which remuneration is contemplated in the act of Congress of 13th June, 1842, entitled, “an act to provide for the settlement of the claims of the State of Maine, for the services of her militia.” And as the said act directs that they shall be

submitted to the Paymaster General and accounting officers of the Treasury (for the War Department), and was passed specially for the settlement of that part of the claims of the State of Maine against the United States, this office does not feel authorized to allow them, under the 5th article of the Treaty of Washington.]

Amount of compensation paid to the militia of Maine, in actual service, in 1839, for the protection of her northeastern frontier, in addition to the pay and allowances according to the regulations of the United States service, in pursuance of a resolve of the Legislature of said State, passed 25th of March 1839—as per abstract marked C, 10,798 23

This amount being balance of pensions and allowances, granted by the Legislature of Maine, on account of injuries received in the Aroostook expedition, in 1839, included in account No. 2, of claims under the Treaty, submitted to the accounting officers, in 1843, but unpaid in consequence of not being due—as per abstract D, 510 00

Amount of pensions and allowances, granted by the Legislature of 1844, to individuals for injuries received while engaged in the service of the State, in protecting her northeastern frontier, in 1839—per abstract E, 1,440 00

Amount paid Manly B. Townsend, in pursuance of a resolve of the Legislature of Maine, passed March 6, 1844, for services incident to drafting the militia into actual service, for the protection of the northeastern frontier, in 1839—per abstract J, 45 00

————— 12,793 23

[NOTE.—These charges are rejected in this settlement on the ground, that if the State of Maine be entitled to reimbursement for the payment of claims of the kind comprised in the said abstracts (C, D, E, and J,) they are to be settled under the direction of the War Department, and therefore it is not within the province of this office to allow them.]

Amount paid Reuel Williams, Nicholas Emery, and William P. Preble, for services and expenses as Commissioners, under resolves of the Legislature of Maine, passed 3d March, 1832, in pursuance of a resolve of 29th February, 1844—per abstract F, 2,250 00

Amount of compensation and expenses of the Commissioners appointed under a resolve of the Legislature, approved 21st February, 1843, "to locate grants and determine the extent of possessory claims under the late Treaty with Great Britain," viz :

|                              |          |          |
|------------------------------|----------|----------|
| Expenses for the year 1843,  | 2,352 36 |          |
| Estimated expenses for 1844, | 3,550 00 |          |
| —per abstract I,             |          | 5,902 36 |

And amount of claims of individuals for injuries and losses, growing out of the operations of the State, rendered necessary for the protection of the disputed territory, in 1839, audited and allowed by the Governor and Council—per abstract M, 19,805 32

27,957 68

[NOTE.—The charges in these abstracts (F, I, and M,) are rejected in this settlement, as claims not embraced in the stipulations of the Treaty of Washington, to be borne by the United States.]

Total disallowance,

66,652 36

To which add, this sum, charged in said account, for services and expenses of Rendol Whidden, as bearer of despatches from Augusta to Houlton, and other services connected with the Aroostook expedition in the year 1839—as per abstract marked L. Suspended as neither the abstract (L) nor vouchers accompanies the account, 50 00

And error of over-charge, in addition of 1st page of abstract A, 446 28

Do. do. do. of voucher No. 5, to abstract A, 80

447 08

Difference as stated,

\$67,149 44

O.

[COPY.]

AUGUSTA, 21st Nov., 1844.

SIR :—It is probably known to you that Congress made an additional appropriation at its last session, of \$80,000, to cover the outstanding claims of Maine under the Treaty of Washington, which had not been heretofore liquidated by the accounting officers of the Treasury.

Those claims have been examined at the office of the 5th Auditor, who has rejected a large portion of them, on the ground that the charges are not of the character contemplated by the stipulations of the Treaty, to be reimbursed by the United States.

Every expenditure charged in the account was incurred for the protection of our territory, or grew out of operations connected with the boundary, and it was supposed that the terms of the Treaty were broad enough to embrace the whole of our claim. But as a question has been raised with regard to the proper construction to be given to the Treaty, it has been considered important by the Governor and Council, that we should obtain a statement from the late commissioners, of the character of the claims intended to be covered, and which was made a part of the condition of their assent to the conventional line of boundary.

Before submitting an appeal from the decision of the Auditor, for the consideration of higher authority, I have thought it best to be amply fortified with able arguments in favor of the justice of our claims; and consider that such a statement from the commissioners would be a strong point in our case. I am therefore directed, by the Executive, to request you to come to Augusta, for the purpose of meeting Gov. Kent and Mr. Otis, and confer-

ring with them, in relation to the subject. If you can make it convenient to be here on Monday, the 25th inst., please apprise me by return of mail.

I have the honor to be, &c.,

SAM'L L. HARRIS,

*Agent for Maine claims.*

HON. WM. P. PREBLE, *Portland.*

P.

[ COPY. ]

PORTLAND, NOV. 22, 1844.

SAMUEL L. HARRIS, ESQ.

*Sir*:—Your favor of the 21st inst., has just come to hand. The Supreme Court is sitting in this county. An important cause in which my father is engaged comes off the first of the week, probably Monday—he wishes me therefore to say, that it will not be in his power to be at Augusta on Monday, the 25th instant.

Very respectfully,

Yours, &c.,

(Signed,) WM. P. PREBLE, Jr.

Q.

[ COPY. ]

BANGOR, NOV. 23, 1844.

DEAR SIR:—Your favor was duly received. In reply I am under the necessity of saying, that my engagements in court are such that it will be impossible for me to at-

tend at Augusta on Monday. I do not see any prospect of being released for two or three weeks, as the court will probably set that time, and I cannot leave during the session. I am willing to aid all I can in forwarding the claims of Maine—for *she ought to have all she asks*. If the other commissioners meet, I presume they can do all that is necessary without my attendance.

Very respectfully,

Your obedient servant,

(Signed,)

EDWARD KENT.

S. L. HARRIS, ESQ., *Agent, &c.*

~~~~~  
R.

[COPY.]

PORTLAND, 27th Nov., 1844.

DEAR SIR:—When I came through Hallowell, last evening, I expected to find Mr. Otis ready to accompany me, as I had notified him of my intention of leaving in the mail stage.

As he did not make his appearance, I sent word for him to take the early stage this morning, so as to be here at noon; but he has failed to come, and as matters have turned out, perhaps it is as well.

I have had an interview with Judge Preble, and he states that all the details in relation to the pecuniary equivalents to be accorded to Maine, as a part of the condition of the assent of her commissioners to the terms of the Treaty, were entirely arranged by Gov. Kent and Mr. Otis, as from their previous official positions they understood the nature of the various expenditures, made in connection with the boundary, much more intimately

than he did ; and it was accordingly understood, that those matters should be left exclusively to them, and his own personal attention be devoted to the higher and more important part of the negotiation.

Under these circumstances, Judge Preble is of the opinion, that any statement he could make with regard to the understanding, by the commissioners, of the precise character of the claims intended to be covered by the Treaty, would not tend to facilitate their adjustment ; and he therefore declines to interfere in the matter.

He however expresses a disposition to do everything he can, with propriety, to aid in obtaining justice done the State, and thinks that the General Government ought to respond promptly to every equitable claim of Maine.

Such being the case, it appears to me, that if Mr. Otis would draw up and furnish the desired statement, according to the understanding had by himself and Gov. Kent in the premises, and which I presume the latter gentleman would not hesitate to approve, it would answer our purpose ; and a satisfactory explanation could be given for the absence of Judge Preble's testimony.

Will you please see Mr. Otis on the subject, as early as convenient, after having first consulted with the Governor ; and should he approve of this course, request him to prepare the statement and transmit the same to me at Washington at an early date.

I propose to leave for Boston by the first train of cars, tomorrow morning—have not time to add more, except to subscribe myself,

Yours truly,

And respectfully,

SAMUEL L. HARRIS.

To P. C. JOHNSON, Esq.,

Secretary of State, Augusta, Maine.

S.

[COPY.]

HALLOWELL, Nov. 28, 1844.

DEAR SIR:—I find myself so unwell with a cold, that I could not venture to go to Portland in the stage this morning; and as I know you are desirous of continuing your journey on to Washington, with as little delay as possible, I would prefer that Judge Preble, after consulting you upon the points to which you desire to call particular attention, should draw up a statement and send it to me. In this way we may effect your purpose without an interview. If Judge Preble, after consultation with you, thinks we had better meet before a statement is drawn up, I shall be able to go to Portland next week. This I presume will be in time for you. I regret that I could not have gone to Portland today.

Truly yours,

JOHN OTIS.

S. L. HARRIS, ESQ.



T.

[COPY.]

WASHINGTON, Feb. 6th, 1845.

SIR:—A portion of the claims of the State of Maine against the United States, under the Treaty of Washington, having been rejected by the Fifth Auditor of the Treasury, for reasons which are considered entirely untenable and unwarrantable, I am directed by the Executive of said State, to appeal from the decision of the above named officer, to higher authority.

In the fulfillment of that duty, I have the honor to submit herewith, a statement, expressing the views of the people of Maine and of her authorities, in relation to the obligations of the General Government and the rights of that State, in the matter of the claims in question, to which the immediate and candid attention of the Comptroller is earnestly requested.

I have the honor to be, sir,

With respectful consideration,

Your obedient servant,

SAMUEL L. HARRIS,

Agent for Maine.

To Hon. JAMES WM. MCCOLLOCH,

First Comptroller of the Treasury, &c. &c. &c.

It is stipulated by the fifth article of the Treaty of Washington, among other things, that the United States shall “*pay and satisfy said States (Maine and Massachusetts) respectively, for all claims for expenses incurred by them in protecting the said heretofore disputed territory, and making a survey thereof, in 1838.*”

The language of the above recited stipulation is precise and clear, and cannot be enlarged or strengthened, by comment and illustration.

The agreement of the United States is, to indemnify Maine and Massachusetts for “all” expenses, of whatever description, which can fairly be shown by them to have been “incurred” in “protecting the heretofore disputed territory.”

It is not claimed, although the mere words of the agreement might warrant such a claim, that Maine and Massa-

chusetts are entitled to reimbursement for expenses incurred, in "protecting the heretofore disputed territory," in matters of mere ordinary police and government, not growing out of the dispute as to the title, and not connected with the necessity of defending the territory against foreign aggression.

But it is claimed, that they are entitled to be indemnified for every expense, proved to have been legitimately incurred, in protecting this territory against the adverse pretensions of the British government, and to be put in as good a condition, pecuniarily, as though such adverse pretensions had never been set up.

Maine and Massachusetts had always insisted, that they had not received that aid from the federal government, in the matter of the disputed territory, to which they were entitled. They insisted, that they had been left to contend single-handed with a foreign power, when they ought to have been relieved by the aid and resources of the federal government. They had in these respects, as they conceived, grievances to complain of, and they had made reclamations from time to time upon the federal government, and had pressed them earnestly, in every proper manner.

This was the state of things, when Maine and Massachusetts were called upon, in a spirit of patriotism and compromise, to assent to the Treaty of Washington. They gave their assent, upon the views and considerations then announced to the world by their agents, and to which they now refer with pride and satisfaction. The terms and conditions, upon which their assent was given, are set out in the Treaty; and it remains to be seen, whether their just expectations are to be disappointed, by a narrow and inequitable construction of words and phrases,

supposed at the time to have been clear, ample, and not susceptible of being mistaken.

Account No. 3.
Abstract B.

The State of Maine incurred certain expenses, in making and forwarding drafts from the militia, called out by the Governor, for the protection of its northeastern frontier, by general order, No. 7, of the 19th of February, 1839, a copy of which is filed herewith, marked A.

Ibid.

In the preliminary steps connected with the mustering into service of the troops, expenses were also incurred by the several towns within the State, for supplies furnished in conformity to the provisions of the twenty-ninth section of the militia law of Maine, of 1834, then in force, an authenticated transcript of which is submitted herewith, marked B. By this law, the State was pledged to reimburse the expenditures made under its authority, and the accounts of towns and individuals were duly rendered to the Legislature for allowance, and carefully audited by a joint committee, appointed for that purpose.

Account No. 3.
Abstract C.

In the payment of such of her citizens, as were called into military service, in 1839, Maine granted, by legislative enactment, a larger monthly compensation, to the non-commissioned officers and soldiers, than is made in the army of the United States. She made this extra allowance, upon considerations believed to be sufficient, and which, at any rate, were satisfactory to her own government.

It is submitted to the candid judgment of the Comptroller, whether the foregoing was not an expense incurred by Maine, "in protecting the said heretofore disputed territory;" and if not, for what cause this expense was incurred by her. If these expenses fall within

Abstracts B & C.

the terms of the Treaty, the State is not called upon, to show their necessity or reasonableness. But it is not difficult to do this. It is sufficient to state, that extraordinary expenditure was inevitable, in calling the citizens from their firesides, at the shortest warning, in the depths of winter, to march under military discipline, into forests, nearly as far north as the latitude of Quebec. They were performing, under the influence of the warmest and most self-denying patriotism, a duty, which is among the most sacred obligations of the federal government. They claim to have their actual expenses refunded. In support of this claim, they rest not upon constitutional obligations alone, but they base it upon the direct terms of a Treaty, to the fulfillment of which, the public faith is pledged. The refusal to reimburse these expenses, under the fifth article of the Treaty of Washington, is attempted to be justified on the ground that they are of that character of claims for which remuneration is contemplated in the act of Congress of the 13th of June, 1842, entitled "an act to provide for the settlement of the claim of the State of Maine, for the services of her militia." This act provides for the reimbursement of "such amount as the Paymaster General of the United States army, and the accounting officers of the Treasury shall ascertain and certify would have been due from the United States to the militia, called into the service of the State, in the year 1839, for the protection of her northeastern frontier, by the Governor, if said militia had been duly called into the service of the United States, and regularly mustered and received by the officers of the United States army, according to the laws and regulations which have governed in the payment of the volunteers and militia of other States." Militia accounts have usually been settled upon

the same principles that have governed in the adjustment of accounts accruing in the regular service, and under the strict construction of those regulations, perhaps the act may not authorize the audit and allowance of a large portion of the expenses referred to, at the National Treasury. That many of the items commented upon, may not be admissible under that act, is conceded. It is denied, however, that the act above recited, can have any effect to limit or alter the meaning or operation of the Treaty of Washington. This denial is based upon several grounds, either of which is believed to be substantial.

First—The Treaty of Washington is subsequent in date to the act of Congress referred to, and is therefore paramount to it, as being a later expression of the will of the government of the United States.

Secondly—The Treaty would be paramount to the act of Congress referred to, even if prior to it in point of time. Maine and Massachusetts, conjointly, were one of the parties to the Treaty of Washington, in fact and substance, although not in form. The government of the United States was another party to that Treaty. No act of the government of the United States alone, subsequent or prior to the Treaty, can limit or modify the rights of another party to the same Treaty.

Thirdly—The act of Congress, referred to, assumes and admits, that the troops, called into service, in 1839, by the State of Maine, were in the service of the United States, and provides for their payment accordingly, upon the strict rules and usages of the army service. It was an act passed in conformity with the clear constitutional obligation of the federal government towards Maine, and did not go beyond what that obligation imperatively required. The Treaty of Washington was conceived in a

very different spirit, and had very different effects in view. The stipulation upon which the claims of Maine are predicated, was expressly intended to cover the defects of the act of Congress, by providing for the allowance of expenditures not embraced therein, as well as to render full satisfaction, pecuniarily to that State, for every expense connected with the defence of her territory. That the terms of that Treaty can be modified, curtailed or abridged, by a prior act of Congress, is so manifestly untenable and unwarrantable, that it cannot be necessary to reply further to this objection.

Account No. 3.
Abstract D. The State allowed certain pensions to persons injured in the service, in defending the disputed territory. The justice and equity of such pensions will not be denied. They are granted by the government of the United States in similar cases. They were audited and allowed to the State, by the accounting officers of the Treasury, in the settlement of account No. 2, which passed the department on the twenty-fifth of September, 1843, per report No. 6,528, with the exception of such as had not then been paid, and the payment of which was contingent upon the lives of the pensioners. What is now claimed as since paid, is not only directly within the Treaty, but within the principle of the former allowance.

Account No. 3.
Abstract E. The Legislature, of 1844, thought proper to extend the benefits of previous resolves in favor of certain individuals who were suffering severe permanent disability, in consequence of injuries received while engaged in the service of the State, in protecting her northeastern frontier, in 1839. Maine does not ask at present, any allowance on account of these pensions,

but contends that she will be entitled to a reimbursement of the same when actually paid.

The Fifth Auditor rejects those items of our claim embraced in abstracts D, E, and J, on the same ground that governed his action in relation to the charges included in abstracts B and C—that they should be settled by the officers of the Treasury Department, within whose province it is to adjust the claims under the act of Congress of the thirteenth of June, 1842. It being so clearly manifest that they cannot be considered under that act, and that they are of that class of claims which properly come within the Treaty stipulations, it is not deemed necessary to comment further than has already been done, upon this objection.

Account No. 3.
Abstract F.

In 1832, Messrs. Williams, Preble, and Emery, attended at Washington, as commissioners on the subject of the disputed territory. They met there a commissioner, on the part of the United States, on the same subject. It grew out of the claim by a foreign government to a portion of the State of Maine. The expense of its protection was properly a charge against the United States. A reference to the resolves of the Legislature, of the third of March, 1832, filed with abstract F, of account No. 3, will exhibit fully and clearly the particular object of said commission. Similar claims have been allowed in account No. 2, (abstracts 1, 2, and 3,) of the settlement made at the United States Treasury, in 1843; and it is not easy to discern, how this claim differs from others already allowed.

Under the fourth article of the Treaty of Washington, the United States assumed certain obligations, to wit: that “all grants of land heretofore made by” the British government, “within the limits of the territory” of Maine,

“ shall be held valid, ratified and confirmed to the persons in possession under such grants, to the same extent as if the territory had by the Treaty fallen within the dominions of” Great Britain ; “ and all equitable possessory claims arising from a possession and improvement of any lot or parcel of land by the person actually in possession, or by those under whom such person claims, for more than six years before the date of this Treaty, shall, in like manner, be deemed valid, and be *confirmed* and *quieted* by a RELEASE to the person entitled thereto, of the TITLE to such lot or parcel of land *so described* as best to include the improvements made thereon ; and in all other respects the two contracting parties agree to deal upon the most liberal principles of equity with the settlers actually dwelling upon the territory falling to them, respectively, which has heretofore been in dispute between them.”

By the Treaty, then, certain acts are contemplated and required to be done :

First—In cases of grants, to ascertain the persons in possession *under the grants*—and, in cases of possessory claims, the commencement and continuity of the possession for six years.

Second—A survey—in order to so describe the lots as best to include the improvements made thereon.

Third—A “*confirmation*” of the *title* in cases of grants ; and a “*release*” of the “*title*,” which shall be effectual to *quiet* “ the person entitled thereto,” in case of possessory claims.

Now by whom are these things to be done ? The necessary instruments could properly be made only under the authority of the local sovereigns, the States of Maine and Massachusetts. The land was their private property, and the General Government had no title to it whatever,

and could not convey nor dispose of it, by treaty or by a release. A conveyance from the United States would be no more effectual to transfer the title, than a conveyance from a private individual. The power to make the conveyance is not assumed in the Treaty. The government bound itself that a release should be given—that the title should be transferred to the settlers—that they would procure a conveyance to be made—but not to make it, for the very obvious reason that they could not. The States of Maine and Massachusetts alone could do it. As preliminary steps, it was necessary to ascertain, by a commission, who were entitled to the benefit of the provisions of the Treaty. The settlement and quiet of the country required, that the business should be accomplished without unnecessary delay. The government of the United States made no movement to this effect. Believing it to be a duty, which could be best done under State authority, Maine appointed a commission, (in connection with the Commonwealth of Massachusetts,) to carry out the provisions of the fourth article of the Treaty. Copies of the Legislative enactments of the two States on this subject, will be found with the accounts of their respective claims, now on file in the Treasury Department. The Secretary of State of the United States, was, on the sixteenth of June, 1843, notified by Mr. Kavanagh, then acting Governor of Maine, of the resolves of that State, under which the commission was appointed, with a request, that the General Government would aid in obtaining necessary documents from the Provincial government of New Brunswick. This was promptly done. The General Government made no protestation against what the State of Maine proposed to do, but aided and co-operated in the movement. They thus adopted the agency

of Maine, in carrying out measures, to which the public faith was pledged. Copies of the correspondence in relation to this matter are filed herewith, marked C.

Expense was necessarily incurred under the commission referred to. Why should it be defrayed out of the Treasury of Maine? It was a national concern, arising from a public Treaty. As the local jurisdiction belonged to Maine and Massachusetts, it was more especially interesting to those States, to see it properly executed. They could cause it to be done in the most economical and satisfactory manner, and therefore proceeded, not only with the acquiescence, but with the aid of the General Government. The States might have delayed action, till a request came from the General Government to do what has been done for the settlers—but they had so long experience of the tardy movements of the government in relation to the boundary, and suffered so much in consequence, and it was so important that these questions of title should be adjusted, as the settlements were rapidly filling up and extending, that immediate measures for accomplishing the object were deemed requisite. It surely cannot be, that their *promptness* in stepping forward to fulfill the stipulations of the Treaty, which the United States could not fulfill without their concurrence and agency, should constitute an objection to the payment of the expense incurred in so doing!

In view of all these considerations, it is respectfully submitted, that the necessary expense of this commission is properly chargeable on the national Treasury.

Account No. 3.
Abstract M.

The character of the claims charged in abstract M, of account No. 3, will be found particularly described in the statement communicated to the Fifth Auditor of the Treasury, in October last, and filed with the vouchers to said abstract.

That the rights of Maine, and of the Union, in the disputed territory, were in danger, and required to be defended, is proved by many undoubted public acts and documents, and by the Treaty, which terminated the controversy. The necessity of the decisive measures of 1839, involves an examination into the condition of the territory, the feelings of the Provincials, and their ability to accomplish their main object—to plunder the territory of its timber. For the twenty years preceding 1839, the citizens of New Brunswick had been stripping this territory of its pine timber, and the government of that Province protested against every movement on the part of Maine, to open avenues of communication from the settled portions of the State to the Aroostook and upper St. John. In the year 1834, the Land Agent was officially notified, that he should not be permitted to open a road to the Aroostook river. The road was, however, opened, but by a party who carried their arms, and went prepared to fight, if resisted.

In the winter of 1838–39, the depredations of former years were again renewed, but in a more outrageous and high handed manner. A portion of our territory was covered by an irruption of lawless men, from a foreign jurisdiction, which was countenanced, if not abetted by their own government. They were proceeding to rifle its forests of its most valuable timber. The authorities of Maine were set at defiance. Her Land Agent, in the discharge of his official duties, in attempting to suppress the operations of those daring and reckless trespassers, was seized within the territory of the State, by a gang of armed men, carried before a magistrate in the Province, and finally imprisoned at Fredericton. Here was a direct interference of the British authorities to prevent the sup-

pression of trespassing. The Governor of New Brunswick not only threatened, but was prepared to maintain the claim of Great Britain by force of arms. Bloodshed appeared inevitable; and each side was marshaling its forces for the conflict. The agents of Maine, civil and military, were ordered at all hazards, not to suffer foreign trespassers to enjoy the fruits of their depredations. The timber they had plundered, was already in the Aroostook waters, in its transit to the waters of the St. John, within the acknowledged jurisdiction of Great Britain. The only efficient and practicable mode of arresting it, was by a boom across the Aroostook, before it entered the British territory, to be maintained by a strong force. It was a measure, which the interest, as well as the honor and dignity of the State and of the Union, imperiously required. We had a right to defend our forests. To doubt or hesitate in such a case would be to surrender our independence. So just, reasonable, and proper was it, that even Great Britain has become a party to a solemn Treaty, which provides for a reimbursement to Maine, of the expense thus incurred.

Through the interposition of General Scott, the militia and a portion of the armed posse were recalled. How then was the territory to be protected? A large portion of the timber was hauled to the banks of the Aroostook and its tributaries, by citizens of the Province, who had been driven from the woods. It was utterly impossible to guard all these points, even with the whole civil posse originally stationed in this territory, much less with the handful retained after the withdrawal of the militia. To have suffered the trespassers to turn their timber into the streams in the spring, without a boom to stop it, would have rendered the whole winter's operations entirely nu-

gatory. The trespass timber must go, or the boom must be kept up, or a force of at least five hundred men required upon the territory. The boom was maintained as the only alternative after the negotiations of General Scott, backed by the General Government, had caused the withdrawal of the greater part of the force stationed upon the territory. The damage to individual property was necessarily incident to the maintenance of the boom.

Permits had previously been given, both by Maine and Massachusetts, to certain persons, to cut timber within certain limits, to be floated down the Aroostook waters. New Brunswick refused her assent that these States should grant permits north of the west line from Mars-hill, which left only the southern and uppermost portion of the Aroostook river included in the range of territory within which permits were granted; consequently, the timber cut under legitimate authority, became mingled, during its progress to market, with the still larger masses, which had been cut by foreign trespassers. It was not easy to distinguish the one from the other, and impossible to separate them, in that stage of the transit, or before the timber arrived at a foreign market, out of the reach of our authorities.

The sovereign power found it necessary to resort to its extreme rights. Among these is the right of *eminent domain*, where private interests must yield to public necessity. Of this character was the obstacle, (arising from the Aroostook boom,) interposed by the State, to the enjoyment of its own permits. It was a sacrifice of private to public rights. The public enemy, for so the foreign depredators were to be regarded, could not be effectually resisted, without depriving the lawful operator, for a time, of the market which he would otherwise have been entitled to seek.

For this necessary impediment and obstruction, he claimed compensation. Where the right of *eminent domain* is exercised, all governments, claiming to be civilized, make compensation to private sufferers. The State of Maine could not deny the justice of claims for damage, arising from a necessary forcible obstruction, under its authority, of the enjoyment of permits, which she had previously granted. It was an expense, incident to the defence of our territory from foreign aggression, as much as if incurred in the erection of necessary fortifications, or for the pay and subsistence of troops.

That the proceedings of the agents of Maine, in relation to the Aroostook boom, were necessary for the protection of her territory, is amply demonstrated by the fact that they were subsequently sanctioned by the State, and sustained by a variety of judicial decisions against those who sought redress in our courts from the individuals directing these operations. These acts being necessary for the protection of the territory, the losses thereby occasioned by individuals, and which Maine was bound to reimburse, are unquestionably a portion of the expenses contemplated by the fifth article of the Treaty. By the interposition of the General Government, the troops were withdrawn and the greater part of the armed posse. This act rendered injuries and losses to individuals inevitable, although infinitely less in amount, than the expenses that would have arisen, had the former force been kept up. The sums allowed are but trifling, in comparison with the expense that would have been necessarily required for the protection of the territory, without the erection of a boom.

If these claims are not admitted, then Maine is not reimbursed for expense, necessarily incurred in defending

and protecting the disputed territory, for which she has a just claim upon the General Government, under the Constitution of the United States, but more especially and directly under the Treaty of Washington.

It has been objected, that many of the accounts comprising the claims of Maine were not originally presented. It may be sufficient to reply, that time was necessary to prepare them for presentment with their proper vouchers; that a statement of most of the claims embraced in the account now under consideration, was expressly made by the agent of Maine, in his letter to Mr. Pleasanton, Fifth Auditor of the Treasury, under date of September 5, 1843, which communication was filed with the official report of that officer, No. 6,523, and specially noticed therein; and that from the necessity of the case, a reasonable time must be allowed to Maine, to present and verify her claims under the Treaty. To contend, that the delay of a few months, or even of a longer period, is to subject her to the peril of forfeiture, is to interpolate terms not deducible from that instrument.

That all expenses incurred by Maine, in protecting her territory against threatened foreign invasion, and the trespassers upon her public lands, and all other expenditures made in carrying out the controversy in relation to that portion of our territory brought into dispute by Great Britain, were intended to be covered by the Treaty, and that the allowance was to be made on equitable principles, was distinctly understood by all parties to the settlement.

The Maine commissioners were specially instructed by the Legislature, by resolves of the twenty seventh of May, 1842, (a copy of which is herewith furnished, marked D,) to insist upon a remuneration by the General Govern-

ment, without delay, of all these expenses. As the most effectual mode of accomplishing this object, ample provision was made in the Treaty, and care taken that the terms should be broad enough to secure to Maine and Massachusetts, a full reimbursement of their expenses; and this was made a part of the condition of the assent of their commissioners to the conventional line of boundary.

The Treaty is, upon this point, too clear and plain for construction, and should be fulfilled according to the explicit and undoubted meaning of its terms. The Treaty was most reluctantly assented to on the part of Maine; but it never could have entered into the contemplation of any of her functionaries, that she was not to have the fullest benefit of direct stipulations made in her favor.

The most powerful governments have too much respect for the obligations of public faith, to seek to narrow the plain terms of a treaty, or to escape from their duties by constructions or explanations of a doubtful character.

Far be it from the United States, to give to the least powerful member of the Union, over which the ægis of its protection should be extended, any color or pretext to complain, that it has suffered from the violation of the public faith on their part.

By the Treaty of Washington, Maine has been despoiled of territory, equal in extent to the whole State of Connecticut, to which she had an undoubted title, under the Treaty of 1783. For the truth of this assertion, she does not repose alone upon her own construction, but upon the repeated declarations of the General Government. She consented to the sacrifice—not that she was not ready to shed her blood in defence of her soil, but because her sister States and the General Government

seemed to desire it at her hands. It is done. The hour of repentance is passed. But if to this, by a narrow construction of the obligations of a public Treaty, to say nothing of the constitution of the Union, a part of the necessary expenses of defending her territory, is left to be borne exclusively by her own citizens, her sense of right is greatly perverted, if this does not afford her just cause of complaint.

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U.

STATEMENT *submitted to the Fifth Auditor.*

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The vouchers referred to in abstract M, of account No. 3, of claims of the State of Maine against the United States, under the Treaty of Washington, are for allowances made to sundry individuals for injuries and losses, growing out of the operations of the State, rendered necessary for the protection of the disputed territory, under resolves of the Legislature of 24th January, 1839; principally occasioned by the detention of timber at the Aroostook boom, by the authorities of said State, in the spring of 1839, and the subsequent damages, expenses and losses incurred in consequence of said detention.

The government of Maine, it will be recollected, was compelled to take extraordinary measures to secure the rights and interests of the State against the encroachments and depredations of hordes of individuals acting under the sanction of foreign jurisdiction; and among other measures adopted to effect that object, was the erection of a boom across the Aroostook river, for the

purpose of stopping trespass timber. The officers in charge of the "civil posse," raised in pursuance of the resolves of the twenty-fourth of January, acted in accordance with the spirit and letter of those resolves, in detaining and disposing of all the lumber, teams, and supplies, supposed at that time to belong to trespassers ; and it was impracticable in all cases, to make the proper distinction between timber cut under usual permits from the Land Agents of Maine and Massachusetts and trespass timber.

The State of Maine considered that if any citizens had been aggrieved by her agents, acting under legitimate authority, and if in consequence of indispensable operations necessary to protect the territory, they were subjected to great pecuniary losses and damages, every principle of equity and justice called upon them to afford proper redress and make ample indemnity. Acting under this conviction, the claims of those individuals who alleged to have sustained damages, were adjudicated by the Governor and Executive Council, and the testimony presented by the several claimants to substantiate their charges, was rigidly and critically examined by that board, and the result was an allowance of the several sums mentioned in the accompanying abstract. Certificates of the Secretary of State, of the amount allowed each individual, are appended to the several vouchers filed therewith.

The United States being holden by the terms of the 5th article of the Treaty of Washington, to reimburse the State of Maine "for all claims for expenses incurred by her in protecting the said heretofore disputed territory," the above claims are included in our account.

SAMUEL L. HARRIS,

*Agent for Maine.*

Washington, October, 1844.

V.

[ COPY . ]

WASHINGTON, 8th February, 1845.

SIR :—I enclose herewith an account of the State of Maine against the United States, for certain articles delivered to the commission appointed under the act of Congress, of 20th July, 1840, “to provide for the expenses of making an exploration and survey of that part of the northeastern boundary line of the United States, which separates the States of Maine and New Hampshire from the British Provinces;” which I am directed to present to the State Department for liquidation, by the authorities of Maine.

I have the honor to be, sir,

Very respectfully,

Your obedient servant,

SAMUEL L. HARRIS,

*Agent for claims of Maine against the U. S.*

HON. JOHN C. CALHOUN,

*Secretary of State, &c. &c. &c.*

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THE UNITED STATES to the STATE OF MAINE, *Dr.*

1840.

Aug. 28. For 1 Kater's Circle for the use of the Commission appointed to make an exploration and survey of the northeastern boundary line of the United States, under the act of Congress of 20th July, 1840, delivered to Professor Renwick, Com'r., as per his receipt, filed herewith,

\$60 00

[NOTE.—The original cost of the Kater's Circle was \$60, as will appear by the accompanying letter of Dr. C. T. Jack-

son, to the Secretary of the State of Maine, under date of 23d December, 1844.]

1841.

May 18. For 24 knapsacks for the use of said Commission, delivered to F. T. Lally, Eng'r. and acting Commissary, as per his receipt, filed herewith, 48 00

[NOTE.—The knapsacks delivered Mr. Lally, per his receipt of 18th May, 1841, were a part of those purchased of Messrs. J. Boyd & Sons, Boston, in 1839, by A. B. Thompson, acting Quartermaster General of Militia of Maine, for the use of the troops, called into actual service for the protection of the northeastern frontier, and cost \$2 each, as will appear by the original bill of purchase, now on file at the office of the Second Auditor of the Treasury. Under the act of Congress of the 13th June, 1842, “to provide for the settlement of the claim of the State of Maine, for the services of her militia,” the General Government is bound to reimburse said State the cost of knapsacks purchased for the use of the troops; *provided*, that said knapsacks shall belong to the United States. They were accordingly turned over, into the custody of the United States, and the cost admitted in the settlement of our accounts under that act, with the exception of those delivered to the Boundary Commission, which the Auditor decided was properly chargeable to the State Department.]

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\$108 00

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SAMUEL L. HARRIS,  
*Agent for Maine.*

Washington, 8th February, 1845.

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AUGUSTA, August 28, 1840.

Received of P. C. Johnson, Secretary of the Board of Internal Improvements, one Kater's Circle, one India rubber tent cloth, one knapsack, the property of the State of Maine, which I am to return in like good order and condition.

JAS. RENWICK,  
*U. S. Commissioner of Exploration and Survey.*

BANGOR, May 18th, 1841.

Received of Isaac Hodsdon, acting Quartermaster General, of Maine, twenty-four knapsacks, for the use of the Northeastern Boundary Commission.

FOLLIET T. LALLY,  
*Engineer and acting Commissary.*

DEPARTMENT OF STATE, }  
10th February, 1845. }

Approved, payable out of the appropriation to enable the President to cause to be made an exploration and survey of the northeastern boundary line, and the adjacent country, which separates the States of Maine and New Hampshire from the British Provinces.

J. C. CALHOUN.

[COPY.]

No. 7,217.

TREASURY DEPARTMENT, }  
*Fifth Auditor's Office, Feb. 14, 1845.* }

I hereby certify, that I have examined and adjusted an account between the United States and "the State of Maine," and find the sum of one hundred and eight dollars is due from the United States unto the said State of Maine, for 1 Kater's Circle, for the use of the commission appointed to make an exploration and survey of the northeastern boundary line of the United States under the act of Congress of 20th July, 1840, delivered to Prof. Renwick, commissioner, and 24 Knapsacks, for the use of said commission, delivered to F. T. Lally,

CLAIMS AGAINST THE UNITED STATES. 141

Engineer and acting Commissary, per the account of said State of Maine herewith, approved by the Secretary of State. Dollars 108

As appears from the statement and vouchers herewith transmitted, for the decision of the Comptroller of the Treasury thereon.

S. PLEASANTON, *Auditor.*

Dollars 108.

To JAMES W. McCOLLOCH,  
*Comptroller of the Treasury of the U. S.*

COMPTROLLER'S OFFICE.

I admit and certify the above balance this 17th day of Feb., 1845.

J. W. McCOLLOCH, *Comptroller.*

To THOMAS L. SMITH, *Register.*

Payable out of the appropriation to enable the President to cause to be made an exploration and survey of the northeastern boundary line, and the adjacent country, which separates the States of Maine and New Hampshire from the British Provinces. S. P.

# STATE OF MAINE.

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IN SENATE, April 3, 1845.

ORDERED to be printed, together with the papers accompanying the same, for the use of the Legislature.

JAMES O. L. FOSTER, *Secretary.*