

# MAINE STATE LEGISLATURE

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*Wm. F. Hill*  
DOCUMENTS

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# THE LEGISLATURE

OF THE

STATE OF MAINE,

DURING ITS SESSION

A. D. 1856.

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PART SECOND.

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Augusta:

FULLER & FULLER, PRINTERS TO THE STATE.

1856.

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# THIRTY-FIFTH LEGISLATURE.

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HOUSE.

No. 34.

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## CLAIM OF HERSEY AND HALL.

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### STATE OF MAINE.

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The Joint Special Committee to whom was referred the proceedings of the late Governor and Council in relation to the claim of Samuel F. Hersey and Dudley C. Hall to certain townships of land purchased by Maine from Massachusetts, have had that subject under consideration, and after an examination of the matter thus referred, ask leave to

#### REPORT, AS FOLLOWS:

By a Resolve of the Legislature, February 22, 1853, the Land Agent of this State was directed to proceed to Massachusetts to procure from Massachusetts an offer to sell her lands in Maine. In March, 1853, the Land Agent returned with an offer from Massachusetts to sell to Maine her lands in this State. Thereupon, Hon. Reuel Williams, Elijah L. Hamlin, and Wm. P. Fessenden, were appointed Commissioners to make a purchase of the lands belonging to Massachusetts in this State, which purchase was consummated by contract, in July, 1853, of all the interest of Massachusetts to lands in Maine, reserving only "the legal rights, claims, and interest of all parties, claiming under sales and permits," "*but all upon the terms and conditions mentioned and agreed upon in the*

*several instruments and writings given to the respective parties at the time when such sales and permits were made and given."*

By the terms of the deed of conveyance from Massachusetts to Maine, all tracts and townships on which sales or permits had been given, were expressly designated in said deed, and Townships L and M, 2d Range; 17, 10th Range, and 5, 13th Range, west from east line of the State, were conveyed free from all incumbrance.

While the negotiations for the purchase of these lands were pending between the Commissioners of the two States, Mr. Dudley C. Hall, of Medford, Mass., and Mr. Samuel F. Hersey, of Bangor, were frequently present, and "wished the Commissioners in some way to recognize a claim of said Hall and Hersey" to the above mentioned Townships, by virtue of an agreement which they alleged they had made on *the 24th day of March, 1853*, with the Land Agent of Massachusetts.

*This, the Commissioners declined to do.* The above facts appear from the written statement of Mr. Hamlin, put into the case before the late Governor and Council, and also from the testimony of Mr. Williams before your Committee. It farther appears to your Committee by the above statement of Mr. Hamlin, that when the deed of conveyance of the Massachusetts lands was preparing, although the attention of the Maine Commissioners was called to this agreement, *they declined to have it reserved in the deed, and thought "the proper mode of completing said contract was by application to the Legislature, who could authorize the Land Agent of Maine to give a deed."* By the statement of Mr. Hamlin, the *contract*, (so called by him) "was to sell the *lands* to said Hall and Hersey," and by the certificate of the Secretary of State, Treasurer and Auditor, of Massachusetts, also put into the case before the late Governor and Council, "the within mentioned *agreement*" was "for the sale of the timber and of the land also, *if authority was given by the Legislature (of Massachusetts) to convey the soil belonging to Massachusetts upon the tracts within men-*

tioned and described," and the *agreement* with the Land Agent of Massachusetts, by him certified to have been in writing, and *his copy* of it to be lost or mislaid, was "for the sale of timber belonging to Massachusetts upon said Townships, and also the interest of Massachusetts in *the soil*, *if authority to convey said soil should be granted by the Legislature then in session*, subject to the condition that the action of the Legislature did not require the conveyance of the *entire interests* of Massachusetts in the lands in Maine, to Messrs. Clark and McCrillis, according to a contract made with them on the 12th day of said March." The above mentioned Townships were not included in the said contract to Clark and McCrillis.

The *agreement* with Messrs. Hall and Hersey was made by the Land Agent of Massachusetts when he was not legally authorized to make it, and subject to a conditional act by the Legislature of Massachusetts, which was never complied with, that Legislature, by act of May 25, 1853, having given authority to the Land Agent, with the concurrence of their Commissioners, to convey the same Townships free and unincumbered to Maine, and by the terms of the act giving that authority, requiring that the first right to purchase should be offered to Maine, and expressly forbidding "the sale of more than two Townships to any one purchaser *or party*, until after February 1st, 1854," except to the State of Maine, or to such parties as had already become purchasers of the timber, to whom the fee was to be offered.

It is further expressly stated in the testimony of Mr. Williams, before your committee, that he refused to purchase these lands if they were under any bargain or contract by Massachusetts, and that they were bought without any incumbrance upon them. Mr. Williams further stated that he never saw or heard of any written contract, or agreement with Messrs. Hall and Hersey,—that it was very doubtful if the Land Agent of Massachusetts ever had authority to make any agreement of the kind,—that he understood there had been some talk between Messrs. Hall and Hersey and the Land Agent, informally,

and the Land Agent wished to carry it out, but he (the Land Agent) said "he never had had the power to do so." It also appears from the testimony of Mr. Williams, that during the pendency of negotiations for the purchase, Mr. Hall informed him that if Maine purchased the lands, the other commissioners of Maine were willing, if he (Mr. W.) was also willing, to make a statement in writing to the Land Agent of Maine in relation to the *understanding* they (Hall and Hersey,) had with the Land Agent of Massachusetts, so that he (Mr. Hall) might shew it to the Land Agent of Maine. Mr. Williams replied that if the other Commissioners would draw up a paper he would look at it. A day or two after, Mr. Hall brought to him a paper evidently drawn up by a lawyer, and requested Mr. Williams to sign it. Mr. Williams says, "I read a part of the paper and was vexed with him for presenting such a paper to me, and told him I did not thank him for attempting to put language into my mouth." The purport of the paper was that there had been a bargain or agreement with the Land Agent of Massachusetts in relation to these Townships, and that for some reason or another it had not been executed. "I was satisfied there was no bargain, and for that reason refused to sign the paper; the other Commissioners of Maine were also satisfied there was none, and never signed the paper presented, to my knowledge."

From the above statement of facts, your Committee are of the opinion that the said Hall and Hersey had no legal or equitable claim against the State of Maine for the timber on the abovementioned Townships.

We come now to consider the proceedings which have been had in this State in relation to the subject matter referred to us. In 1855, Messrs. Hall and Hersey petitioned the Legislature, in relation to their claim for the abovenamed townships, by virtue of an agreement by them alleged to have been made with the Land Agent of Massachusetts in 1853. This petition was referred to the Joint Standing Committee on State Lands and State Roads. What were the precise terms of that petition, whether it alleged a written or *verbal* agreement, whether

it claimed the right to the land, or only to the timber, by virtue of said agreement, cannot be determined from an inspection of said petition, *as it has been abstracted, lost or mislaid, and cannot be found among the papers of the last Legislature.* In regard to this point, your committee have had the testimony of John B. Hill, Esq., who was chairman on the part of the House of the Committee on State Lands and State Roads in 1855. Mr. Hill stated that a petition was presented and referred to said committee, setting forth a claim of Messrs. Hall and Hersey to the abovenamed townships, by virtue of an agreement by them made with the Land Agent of Massachusetts prior to the purchase of Maine from Massachusetts—that he does not recollect whether the petition stated that said agreement was *verbal*, but that it did *not set forth any written* contract or agreement, and that he never saw any written original agreement—that said committee met, and after examination of testimony and a hearing on the matter, the committee were nearly, if not quite, unanimous in the opinion that Messrs. Hall and Hersey had no claim against the State of Maine—that afterwards, at a meeting of the committee, at the Stanley House, near the close of the session, he found that some members of the committee had become somewhat more favorably disposed, and Mr. Hersey wished the committee to report the resolve which was passed at the last session, and which is as follows:

*“Resolved, That the claim of Samuel F. Hersey and Dudley C. Hall to have the timber on townships No. 5, Range 13, No. 17, Range 10, Letters L and M, purchased by Maine from Massachusetts, Oct. 5, 1853, conveyed to them by Maine, as set forth in their petition dated Feb. 7, 1855, be referred to the Governor and Council.*

*Approved March 12, 1855.”*

That a majority of the committee, then present, assented to reporting said resolve—that he (Mr. Hill) was, and still is, of the opinion that Messrs. Hall and Hersey had no legal claim against the State of Maine. “The resolve, as I understood it,”

said Mr. Hill, "was merely to refer the matter to the Governor and Council, and giving them no authority except to recommend action by the Legislature."

No other legislative action has been had since the passage of the above resolve.

The action of the late Governor and Council appears by the papers hereto annexed, which were referred to your committee. The report of the committee of the whole Council was made *January 1st, 1856*, in which, as will be seen, they "*recommend that the Land Agent be authorized to convey to said Hall and Hersey the right to cut and carry away the timber on the parts of said townships which were conveyed to Maine by Massachusetts, for the term of one hundred years, from March 24, 1853,*" at certain specified prices per acre, the highest price being *sixty cents*, and the lowest *forty-two and one-half cents* per acre. And "that the said Land Agent *be further authorized to pay to said Hall and Hersey the amount already received, or which may hereafter be collected by the State, for timber cut on such parts of said townships since March 24, 1853,*" on condition of certain cash payments and "*approved notes*" as therein specified.

By the testimony of Isaac R. Clark, late Land Agent, it appears that the amount of timber cut on such parts of said townships, as returned to the land office, is as follows:

On No. 5, Range 13, cut in winter of 1853-54, 600 M, for which there is in the office a good note for \$1200, and \$600 still due, besides the note.

On Letter M, cut in 1853-54, 52 M, for which there is in the office a note for \$150, worthless; also, cut in 1854-55, 270 M, returned, *partly verbal, not collected*.

On Letter L, cut in 1853-54, estimated 112 tuns timber, for which \$1.50 per tun is a fair price; also, 9470 feet logs, at \$3.00 per M; also, an amount for which a note for \$325.00 was given to the office, and is worthless.

On No. 17, Range 10. None returned. Information has been given the committee that quite a large amount of operations have been had in said townships besides those an account



of which have been returned to the Land Office. It further appears, that on the 19th of January, 1856, he (Clark) made a deed to said Hall and Hersey, of the right to cut the timber on such parts of said townships *for the term of one hundred years from the 24th March, 1853*, and received as follows: By deposit in a bank at Bangor, by Mr. Stockwell of Bangor, the sum of \$2,326.51 cash, being the amount of first cash payment, *after deducting therefrom one-half of the notes above described, for stumpage, in the Land Office, not collected*; and six notes for \$2,102.64 each, payable in 1, 2, 3, 4, 5 and 6 years, with interest, signed by one Samuel S. Thompson, of Bangor; that said Thompson is a man of no visible property, and works at lumbering at Bangor; that said notes were approved by him, the said Clark. Your committee are also informed that said deed has not been delivered.

As to the value of the timber on said townships, your committee have been unable to arrive at any definite estimate. The information received is mostly in regard to the value of the half townships, on which the lowest price ( $42\frac{1}{2}$  cents) per acre, is placed in the report of Governor and Council, and in our opinion said township is more than double that value per acre, if not in the aggregate, with the stumpage of timber already cut on the four parts of townships, worth as much as the full amount agreed to be paid for the whole.

From these considerations, as also from the great diligence manifested by the parties interested in prosecuting this pretended claim, your committee are of the opinion that the timber upon said parts of townships is of much greater value than the price fixed in the report of the late Governor and Council.

No authority could be given by the Governor and Council to the Land Agent, to make conveyance of the timber on said townships, except by act of the Legislature; and no such authority was given by the resolve of March 12, 1855; that it was not the intention of the Legislature to give any such authority, may be gathered from the fact that the same Legislature, when intending to give such authority, expressly stated

in other resolves, "the Land Agent is hereby authorized to make certain conveyances, when thereto directed by the Governor and Council."

Your committee are therefore of the opinion that the conveyance executed by the late Land Agent to Messrs. Hall and Hersey, of the right to cut and carry away the timber on said townships, for the term of one hundred years, was not only an evasion of the resolves now in force prohibiting the sales of lands of this State, but wholly without authority, and void; and would respectfully recommend, that the late Land Agent be directed to deliver the abovenamed deed of conveyance by him executed on the 19th January last, to the Land Agent, to be canceled; and that upon the delivery of said deed, the amount of money paid by Messrs. Hall and Hersey towards said conveyance, be refunded to them, and the notes of Samuel S. Thompson, now in the Land Office, be given up; that if the deed shall be delivered to the Land Agent as above, a resolve be passed by which the State of Maine shall indemnify the late Land Agent from all liability by him incurred in the above transaction. And if said deed shall not be so delivered, that the Attorney General be directed to commence such process, and against such persons, as he may deem proper, to procure a cancelation of said deed; and be further directed to commence a suit upon the bond of the late Land Agent. And would also recommend that the Land Agent be directed to ascertain the full amount of timber cut upon said townships since the 24th day of March, 1853, and to collect the stumpage due on the same.

All which is respectfully submitted, with the accompanying Resolves.

J. C. TALBOT, JR., *Chairman.*

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## STATE OF MAINE.

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RESOLVES in relation to the claim of Dudley C. Hall  
and Samuel F. Hersey.

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*Resolved,* That Isaac R. Clark, late land agent, be  
2 directed to deliver to the land agent to be canceled,  
3 a deed of conveyance by the said Clark, executed on  
4 the nineteenth day of January, eighteen hundred and  
5 fifty-six, conveying to Dudley C. Hall and Samuel  
6 F. Hersey the right to cut and carry away the timber  
7 on parts of townships L and M, second range, num-  
8 ber seventeen, tenth range, and number five, thirteenth  
9 range, west from east line of the state, for one hun-  
10 dred years from the twenty-fourth day of March,  
11 eighteen hundred and fifty-three. And that upon  
12 the delivery of the said deed as abovementioned, the  
13 said Clark be fully indemnified by the State of Maine  
14 from all liability he may incur, or to which he may be  
15 subjected, by reason of the delivery of said deed as  
16 above.

*Resolved*, That, upon the delivery of the said deed  
2 as mentioned in the foregoing resolve, the land agent  
3 is hereby required to cancel said deed, and also to  
4 deliver to Samuel S. Thompson, of Bangor, six notes  
5 by him given to the treasurer of the State of Maine,  
6 each for two thousand one hundred two dollars sixty-  
7 four cents and interest, and dated March twenty-four,  
8 eighteen hundred and fifty-five, which notes are now  
9 in the land office.

*Resolved*, That, upon delivery of said deed as afore-  
2 said, to the land agent, there be paid to Dudley C.  
3 Hall and Samuel F. Hersey, from any money not  
4 otherwise appropriated, the sum of twenty-three hun-  
5 dred and twenty-six dollars and fifty-one cents, the  
6 same being the amount which came into the hands  
7 of Isaac R. Clark, late land agent, from the said Hall  
8 and Hersey, and credited by the said Clark to the  
9 state, as on account of the assumed conveyance afore-  
10 said, of January nineteenth, eighteen hundred and  
11 fifty-six.

*Resolved*, That if the said Clark shall refuse to de-  
2 liver said deed as mentioned in the first resolve, the  
3 attorney general be directed forthwith to commence  
4 and prosecute such legal proceedings as he may deem

5 proper to prevent the delivery of the same to Messrs.  
6 Hall and Hersey, and to restrain them or any other  
7 person from setting up any title against the state,  
8 under such assumed conveyance.

STATE OF MAINE.

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SECRETARY'S OFFICE, }  
Augusta, Feb. 12th, 1856. }

*To the Speaker of the House of Representatives :*

In compliance with the orders of the House of Representatives, passed the 11th inst., I have the honor herewith to transmit an attested copy of report of Council upon a "Resolve in favor of Samuel F. Hersey and Dudley C. Hall," passed March 12th, 1855, together with attested copies of said resolve and of all papers relating thereto.

The petition of said Hersey and Hall, upon which the resolve was based, is not on the files in this office.

Very respectfully,

Your obedient servant,

CALEB R. AYER, *Secretary of State.*

## REPORT OF COUNCIL, ETC.

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The committee of the whole Council, to which was referred the claim of Samuel F. Hersey and Dudley C. Hall, described in a resolve of the Legislature in their favor, approved March twelfth, eighteen hundred and fifty-five, and by said resolve referred to the Governor and Council,

### REPORT:

That they have carefully investigated said claim, and are satisfied from the evidence submitted that it is just and equitable and should be allowed. They, therefore, recommend that the Land Agent be authorized to convey to the said Samuel F. Hersey and Dudley C. Hall the right to cut and carry away the timber standing upon that part of townships L and M, in the second range, number seventeen in the tenth range, and number five in the thirteenth range, west from the east line of the State, which was conveyed to Maine by the State of Massachusetts, for the term of one hundred years from the twenty-fourth day of March, in the year eighteen hundred and fifty-three, making the same reservations for public uses as are provided by law in cases where the fee to the soil is conveyed, and also reserving all lots in said tracts conveyed by Massachusetts to settlers, and further reserving to each settler who may have possessory rights on any lots in said tracts, the right to cut such timber as he may want for building purposes and firewood, which is standing and growing on the said lot claimed; and also reserving the right of said settlers to purchase of Hall and Hersey the timber on their respective lots, at the same price per acre which the said Hall and Hersey pay the State of Maine, namely, forty-two and a half cents per acre for number five in

the thirteenth range, sixty cents per acre for L, and fifty cents per acre for M, in the second range, and fifty cents per acre for number seventeen in the tenth range. And that the Land Agent be further authorized to pay to the said Hersey and Hall the amount which has already been received, and which may hereafter be collected by the State for timber cut on such part of said townships since said twenty-fourth of March, eighteen hundred and fifty-three—the conveyance above described, and the payment for timber cut, to be made to said Hersey and Hall upon the condition that the said Hersey and Hall shall pay for the same the sum of fifteen thousand seven hundred and sixty-nine dollars and eighty-five cents, in the manner following, namely: One-fifth of the sum named, in cash, with interest, from the twenty-fourth day of March, eighteen hundred and fifty-five, and the balance in six approved notes of equal sums, payable in one, two, three, four, five and six years, respectively, from the last named date, with interest annually. And upon the further condition, that in consideration that by the terms of payment herein stipulated, the State abates the interest upon the purchase money for the term of two years from the twenty-fourth day of March, eighteen hundred and fifty-three, the said Hersey and Hall shall relinquish all claim for damages in consequence of the delay which has arisen in making the conveyance, and on every other account in connection with their agreement with Massachusetts for the purchase of the timber on said townships.

Which is respectfully submitted.

NOAH SMITH, JR., *Per Order.*

January 1, 1856.

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

ATTEST—A. JACKSON, *Secretary of State.*



The undersigned, Land Commissioners of Massachusetts, hereby certify, that at the time within mentioned, they gave to Dudley C. Hall and Samuel F. Hersey, their approval of the within mentioned agreement for the sale of the timber, and of the land also, if authority was given by the Legislature to convey the soil belonging to Massachusetts upon the *tracts* within mentioned and described, and at the time of the negotiation pending between the Commissioners of Massachusetts and the Commissioners of Maine, for the purchase of the public lands of Massachusetts, and prior to the execution of the contract by and between the Commissioners of the two States. The said agreement made with the said Hall and Hersey, by the Land Agent of Massachusetts, was disclosed to the Commissioners of the State of Maine, and they were notified that the Commissioners of Massachusetts had given their assent to, and approval of, the same, and considered themselves honorably bound to carry out the same, and they were assured by the Commissioners of the State of Maine, that the same should be respected by the State of Maine, in case said State should become the purchaser of said lands.

Witness our hands this nineteenth day of October, 1853.

EPH. M. WRIGHT, *Secretary of State.*

JACOB H. LOUD, *Treasurer.*

DAVID WILDER, JR., *Auditor.*

The price fixed by me for the timber growing or standing upon the townships within named, is the sum of fifteen thousand seven hundred and sixty-nine dollars and eighty-five cents, (deducting the public lots,) for the interest of Massachusetts therein, exclusive of settlers' lots, and it is understood Messrs. Hall and Hersey assent to this price.

(\$15,769.85.) SAMUEL WARNER, JR., *Land Agent*.

APPROVED:—E. M. WRIGHT, *Sec'y of Com'th*, }  
 JACOB H. LOUD, *Treasurer*, } *Commis-*  
 DAVID WILDER, JR., *Auditor*, } *sioners.*

A true copy of Commissioners' certificate upon the files of the Land Office in Massachusetts.

ATTEST:—SAMUEL WARNER, JR., *Land Agent*.

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This may certify, that on or about the 24th day of March, A. D. 1853, the undersigned, Land Agent of Massachusetts, made an agreement with Dudley C. Hall and Samuel F. Hersey, for the sale of timber belonging to Massachusetts upon townships L and M of the second Range, number seventeen in the tenth Range, and number five in the thirteenth Range, west from the east line of said State of Maine, and also the interest of Massachusetts in the soil of said townships, if authority to convey said soil should be granted by the Legislature then in session, subject to the condition that the action of the Legislature did not require the conveyance of the entire interests of Massachusetts in the lands of Maine, to Messrs. Clark & McCrillis, according to a contract made with said Clark & McCrillis, on the the twelfth day of said March.

The price of the timber upon said tracts, if the land authorities of Massachusetts could not agree upon it with said Hall and Hersey, was to be fixed by Anson P. Morrill, Land Agent of Maine, and the terms of payment, and the time for removing the

*timber*, were to correspond with the terms in the sale to Clark & McCrillis aforesaid.

SAMUEL WARNER, JR., *Land Agent of Mass.*

BOSTON, 19th October, 1853.

A true copy of certificate on file in the Land Office.

ATTEST:—SAMUEL WARNER, JR., *Land Agent.*

Witness to SAMUEL WARNER, JR.'s Signature:

EDWARD A. SNELLING.

LAND OFFICE, }  
Boston, Dec. 14, 1853. }

I hereby certify that the agreement referred to in the within written certificate, as made on the 24th day of March, was in writing, and that my copy of said agreement is lost or mislaid.

SAMUEL WARNER, JR., *Land Agent.*

A true copy of certificate endorsed upon the certificate on file in the Land Office.

ATTEST:—S. WARNER, JR., *Land Agent.*

Witness to the above:—EDWARD A. SNELLING.

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I hereby certify, that pending the negotiation for the purchase of the Massachusetts land in this State, between the Commissioners of Maine and Massachusetts, a contract for the sale of certain lands in Maine, belonging to Massachusetts, made by the Land Agent of Massachusetts to Messrs. Dudley C. Hall and Samuel F. Hersey, and approved by the commissioners of Massachusetts, was shown to the Maine commissioners, and the Maine commissioners were requested to deduct said lands from the contract to purchase from Massachusetts, or in some way to recognize the contract to sell said lands to said Hall and Hersey.

The Maine commissioners declined doing anything of this kind upon the ground that they had no authority so to do; but as one of the commissioners, I said at the time, that I would, whenever requested, make a statement of these facts, so that Messrs. Hall and Hersey might present their claim to the Legislature of this State to have said contract carried out in good faith.

At the meeting of the Legislature in 1853, to take into consideration the acceptance of the purchase of the Massachusetts lands according to the agreement made by the commissioners of the two States, I was particularly requested by said Hersey to call the attention of the Legislature to the existence of the contract to sell to said Hall and Hersey, and that they claimed the fulfillment of said contract.

Through inadvertence, I forgot to mention this fact to the Legislature at that time.

Afterwards, when the deed for the purchase of the Massachusetts lands was preparing, the Massachusetts commissioners called the attention of the Maine commissioners to the contract made as above mentioned to said Hall and Hersey, and they wished to have the lands mentioned in said contract reserved from the deed. But this was declined by the Maine commissioners, who thought that the proper mode of completing said contract, was by application to the Legislature, who could authorize the Land Agent of Maine to give the deed.

ELIJAH L. HAMLIN, *State Commissioner, &c.*

BANGOR, Sept., 1855.

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BOSTON, Sept. 25, 1855.

I hereby certify, that an agreement between the Commonwealth of Massachusetts and Messrs. C. S. Clark, William H. McCrillis and Thomas Howe, for the sale of timber and grass standing and growing on certain townships in the State of

Maine, said agreement bearing date the 12th of March, 1853, the time for removing the timber, logs, &c., was fixed at one hundred years, and the terms of payment were, one fifth cash, and the remainder in six equal annual payments.

S. N. GIFFORD,

*Auditor to the Commonwealth, and  
Clerk to the Land Commissioners.*

WITNESS:—D. H. ROGERS.

*To his Excellency the Governor, and the*

*Honorable Council of the State of Maine:*

The undersigned petitioned the Legislature of Maine, at their last session, that a trade made by us with Land Commissioners of Massachusetts, under date of March 24th, 1853, for the purchase of the interest of the Commonwealth of Massachusetts in and to the timber on the following tracts of land: township numbered five in the thirteenth range, townships L and M in the second range, and township numbered seventeen in the tenth range, should be recognized by Maine, and that Land Agent of Maine be authorized to convey to us the interest which the State of Maine acquired to the timber on said tracts by virtue of a conveyance made to Maine by Massachusetts, as set forth by the papers herewith submitted. By a resolve approved March 12, 1855, the subject was referred to the Governor and Council, and we would respectfully ask a hearing at your earliest convenience.

SAMUEL F. HERSEY,

D. C. HALL, by S. F. HERSEY.

May 1, 1855.

IN COUNCIL, December 31, 1855.

Referred to a committee of the whole Council.

ATTEST:—A. JACKSON, *Secretary of State.*

And, whereas, the said Commonwealth had, prior to the 23d day of July, A. D. 1853, made sale of timber, and granted permits to cut and take off timber upon many of the townships and tracts hereinbefore described and conveyed, some for limited periods, and others without limitation as to time, but all upon terms and conditions mentioned and agreed upon in the several instruments and writings, given to the respective parties, at the time when such sales and permits were made and given; therefore it is understood and agreed by the parties to this *Deed* and conveyance, that all such townships and tracts are hereby sold and conveyed by said Commonwealth, and purchased and taken by said State of Maine, subject to the legal rights, claims and interest of all parties claiming under such sales and permits, to be held and enjoyed by them and their assignees respectively, as fully, and to the same extent as they would have held or been legally entitled to enjoy them, if this deed and conveyance had not been made.

The above clause is in the deed from Massachusetts to Maine.

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#### STATE OF MAINE.

Resolve in favor of Samuel F. Hersey and Dudley C. Hall.

*Resolved*, That the claim of Samuel F. Hersey and Dudley C. Hall, to have the timber on townships No. 5, Range 13, No. 17, Range 10, letters L and M, purchased by Maine from Massachusetts, by deed dated Oct. 5, 1853, conveyed to them by Maine, as set forth in their petition dated Feb'y 7, 1855, be referred to the Governor and Council.

HOUSE OF REPRESENTATIVES, }  
 March 5, 1855. }

This resolve had two readings, was passed to be engrossed. Sent up for concurrence.

H. K. BAKER, *Clerk*.

IN SENATE, March 9, 1855.

This resolve having had two several readings, passed to be engrossed in concurrence.

L. O. COWAN, *Secretary*.

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STATE OF MAINE.

The Committee on State Lands and State Roads, to which was referred the petition of Samuel F. Hersey and Dudley C. Hall, praying that the timber on certain townships purchased by Maine of Massachusetts may be conveyed by Maine to them, have had the same under consideration, and ask leave to report, that the petitioners have leave to bring in a resolve, which is herewith submitted.

J. B. HILL, *Chairman*.

HOUSE OF REPRESENTATIVES, }  
 March 3, 1855. }

Read and accepted. Sent up for concurrence.

H. K. BAKER, *Clerk*.

IN SENATE, March 6, 1855.

Read and concurred.

LOUIS O. COWAN, *Secretary*.

STATE OF MAINE.

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SECRETARY'S OFFICE, }  
Augusta, Feb. 12, 1856. }

I hereby certify that the foregoing are true copies of the originals deposited in this office.

CALEB R. AYER, *Secretary of State.*



STATE OF MAINE.



HOUSE OF REPRESENTATIVES, }  
March 29, 1856. }

ORDERED, That 1,000 copies of this report and accompanying papers, be printed for the use of the Legislature.

DAVID DUNN, *Clerk.*