Fifty-Seventh Legislature.

SENATE. No. 21.

To the President of the Senate and

Speaker of the House of Representatives:

I herewith submit a report upon the claims of settlers under the Treaty of Washington, pursuant to a resolve of the Legislature, approved February 9, 1877.

Very respectfully,

L. A. EMERY,

Attorney General.

AUGUSTA, January 31, 1878.

Resolve relating to settlers lots under the Treaty of Washington.

Resolved, That the Attorney General be and hereby is requested to examine the question of the rights of settlers under the Treaty of Washington, and report to the next Legislature whether the State of Maine is legally or morally held for the payment of any sum or sums for the purpose of quieting the claims of said settlers, and if so, to what amount, and to what party or parties.

[Approved February 9, 1877.]

REPORT

OF THE

ATTORNEY GENERAL,

UNDER

Resolve relating to Settlers Lots under the Treaty of Washington.

Approved February 9, 1877.

To the Senate and House of Representatives:

The present generation has come upon the stage since the ratification of the Treaty of Washington, more familiarly known as the Ashburton Treaty, and hence a brief statement of the controversy which resulted in that Treaty may not be a useless preliminary to a consideration of the questions submitted by the foregoing resolve.

In the Treaty of Paris, in 1783, by which American independence was finally acknowledged by Great Britain, the northeastern boundary of the United States was agreed upon in these words. "From the northwest angle of Nova Scotia, (New Brunswick being then a part of that province) viz: that angle which is formed by a line drawn due north from the source of the St. Croix river to the highlands,—along said highlands, which divide those rivers that empty themselves into the river St. Lawrence from those which fall into the Atlantic ocean, to the northwestern most head of the Connecticut river, etc."

The vast wilderness between the Atlantic and St. Lawrence had not then been surveyed, nor much explored. The exact position of the highlands upon the surface was left to be ascertained, neither party supposing that any dispute could arise about the location. As the country was explored it was found that the highlands dividing the rivers of the St. Lawrence from those of the ocean, reckoning the St. John and Restigouche as ocean rivers, were alarmingly near the St. Lawrence in many places, and if made a frontier line would practically cut off all land communication between the Canadas and the British Maritime Provinces. This difficulty led Great Britain to contend that these highlands could not be those named in the Treaty—that the St. John and Restigouche were not ocean rivers, and that the highlands called for by the Treaty of Paris were those dividing the Penobscot and Kennebec tributaries from those of the St. John. The United States of course contended for the St. Lawrence high-

lands. There was also some disagreement as to the location of the east line of Maine.

Thus it will be seen by an inspection of the map, that a territory larger than Massachusetts became "disputed territory," and the source of much ill feeling between neighboring jurisdictions. By reason of the close proximity of the Fredericton government and the St. John settlements, the provincials made more use of this territory than our citizens. Several attempts were made to adjust the matter, including the abortive reference to the King of the Netherlands. The irritation kept increasing, and at one time the militia were called to arms, and the bloodless fields of the Aroostook war were made historic.

At length Lord Ashburton, in 1842, came to the United States especially empowered to negotiate a new treaty to settle the vexed question. The negotiations were conducted at Washington by Ashburton and Webster, then Secretary of State. The result was the present treaty, called the Treaty of Washington, or the Webster-Ashburton Treaty. The eastern and northeastern boundaries were therein fixed as they stand to-day. Each government surrendered some part of its pretensions, but the greater part of the "disputed territory" came under the jurisdiction of the United States.

In concluding this treaty provision was of course made saving the claims and titles of bona fide settlers on the territory. This provision is embraced in the Fourth Article of the Treaty, as follows:

Article IV.

1. All grants of land heretofore made by either party within the limits of the territory which by this treaty falls within the dominions of the other party shall be held valid, ratified and confirmed to the persons in possession under such grants to the same extent as if such territory had by this treaty fallen within the dominions of the party by whom such grants were made.

2. And all equitable possessory claims arising from 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.

3. 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.

The second clause was evidently derived from our Betterment Law.

Under this article two classes only are confirmed in their possessions, or entitled to confirmation. The third clause does not provide for any unconditional confirmation or releases to any other settlers. The "most liberal principles of equity" do not require an individual nor a State to give away its property without consideration. The "most liberal principles of equity" are satisfied when the settlers receive their titles upon paying a fair price for the land, as it was before any improvements were made.

The only duty at this time on the State was to the two classes of settlers named in the first and second clauses of the fourth article, so far as quieting titles was concerned. Soon after the conclusion of the treaty, the States of Maine and Massachusetts (the latter State at that time owning lands in common with Maine on the disputed territory) appointed joint commissioners, by Resolves of February, 1843, "To locate grants, and determine the extent of possessory claims under the late Treaty with Great Britain." The terms "possessory claims" was construed by the Legislature and the commissioners to be limited to those of settlers who had possessed and improved for more than six years before the treaty.

By a subsequent Resolve, February 29, 1844, the same Maine commissioners were instructed to set off their lots to settlers who had begun possession and improvements before the treaty, but less than six years before. The Land Agent, however, was not to convey such lots except for such price as he should deem just and equitable, and he was to take pay in cash or labor. This resolve was clearly dealing out the "most liberal principles of equity" to that class of settlers.

The report of this commission, dated December 25, 1844, shows that of the lands held by the two States in common, 52,300.87 acres, and of the lands held by Maine in severalty, 1,521.21, were assigned to settlers under the first and second clauses of Article 4 of the treaty. Under the Resolve of February, 1844, 14,941.54 acres were set off, to be conveyed upon payment. All these lands have been conveyed, or the the settlers confirmed and quieted in their titles, and nothing remains to be done so far as these settlers or these lands are concerned.

Other persons now come forward with petitions, and even claims for State action in regard to their lots on "the disputed territory." These were those who had purchased, or contracted to purchase lands of the State more than six years before the treaty; those who had made similar purchases or contracts less than six years before the treaty; those who received grants from the State on condition of maintaining mills, and finally those who had settled before the treaty on the private townships known as the Plymouth, Eaton and Deerfield grants, which townships had passed out of the State long before the treaty. The claim made by those who had contracted for or purchased lands more than six years before treaty, was not that their titles should be quited. The titles were quiet enough under the treaty, but they wanted to be repaid the money they had paid for their lands, inasmuch as their neighbors of similar length of occupation, who had paid nothing got under the treaty a title as indefeasible as theirs. The others all wanted titles or compensation.

I cannot see any legal nor equitable grounds for the claims above named. None of these settlers suffered any loss by the treaty. None suffered any loss by the action of the State in assigning lands to their neighbors under the treaty. Nothing was taken from them. They had every right and privilege they before enjoyed. If I sell white acre to A, and afterward give black acre to B, this creates no sort of obligation upon me to pay back to A the money received from him for white acre. These claims, however, were pushed, and finally the Legislature by Resolve of April 12, 1854, authorized a new commission to examine and report upon these various claims, and also upon those of simple possession and improvement less than six years before the date of the treaty, and also to set off such grants and possessory claims under the treaty as the former commissioners might have omitted. In the same resolve the Legislature announced its desire to convey its title to these claimants so far as it had any, and to procure title for those upon the private townships, or give them other lands equally good whenever Congress should make a suitable indemnity. Subsequently by Resolves of April 20, 1854, the Legislature authorized the Governor and Council upon the acceptance of the report of the commission, to have conveyances made at once of lands at that time belonging to the State to the person returned by said commission as coming within the Resolve of April 12, if such persons desired. The Governor and Council were also authorized to procure a release of title, where the title was not in the State, in favor of such persons as the commission should find came within the Resolve of April 12, or to convey to them other lands of equal value.

The commission reported March 6, 1855. They located no grants, those having been all finally determined by the previous commission. They located and set off additional "possessory claims" under the second clause of Article 4, from the State lands, 6,507.24 acres. They determined and located similar "possessory claims" on the Plymouth and Eaton tracts—which the State did not own—6,767.71 acres.

They reported lots purchased, or contracted, to the amount of 26,888.18 acres. They also set out what they called "equitable possessory claims by reason of possession and improvement, which had not been commenced six years before the date of the treaty," 31,400.06 acres, including 1,339.70 acres on the Plymouth, Eaton and Deerfield grants, which did not belong to the State. The name of the occupant of each lot of these several classes was given, and the report has been regarded as sufficient evidence of each claim named therein. I regret to say that the report of this commission is very scarce, and I have been obliged to use the copy in the possession of a former Land Agent.

The holders of the "possessory claims" on the State lands, were of course entitled under the treaty to have their titles confirmed, and they were confirmed. I repeat, however, that the other claimants were entitled to nothing under the treaty. The State, however, voluntarily by the Resolve of April 20, offered to release its own title, and to procure the release of the titles of others where necessary. This was a voluntary offer and could properly be recalled at any time before the deeds were actually delivered. The State was under no legal nor moral obligation to continue the offer. The offer was in its beginning and continuance a mere bounty. It was not recalled, however, so far as the public lands were concerned, and conveyances were made from time to time to such persons named in the report as called for deeds. The Legislature by Resolve of March 15, 1861, instructed the Governor and Council to have conveyances made to any person coming under the treaty, or any of the previous resolves. This authority was plenary, and no farther action was required upon the part of the Legislature to discharge any obligations of the State, either in law or morals, or to carry out its bounty. Here the matter rested except as the Land Agent made deeds from time to time as called for.

But there is another chapter in the history of these settlers' claims. Congress had never voted any indemnity to Maine

for any of her lands taken to fulfill Article 4 of the Treaty. This claim for indemnity, though eminently just, had become somewhat stale, when it was assigned to the European and North American Railway Company. This company undertook the prosecution of the claim in the name of the State, and finally secured its allowance by means of the following amendment to the appropriation bill of 1868:

"SECT. 10. And be it further enacted that for the purposes of executing the Fourth Article of the Treaty of Washington, concluded on the 9th day of August, 1842, the Secretary of the Treasury is hereby authorized and directed to pay to the State of Maine for 91,125 acres of land assigned by said State to settlers under said article, a sum equal to $1.25 per acre, and to the Commonwealth of Massachusetts for 26,150 acres of land a sum equal to $1.25 per acre. Provided, that before said sums are paid, the States of Maine and Massachusetts shall agree with the United States that the settlers upon their public lands in the late disputed territory in Maine entitled to be quieted in their possessions, as ascertained by commissions heretofore instituted by said States, shall have been or shall be quieted by a release of the title of the said States."

The agents of the company were the agents of the State in the prosecution of this claim. The State expressly authorized the use of its name. The State must be held to have done what its agents have done. The Act of Congress assumes to pay Maine for 91,125 acres of land assigned by her to settlers under the 4th Article of the treaty. This was of course upon the assumption and undoubtedly upon representations made, that Maine had so assigned 91,125 acres. But the total amount assigned by Maine under Article 4, both "grants and possessory claims," as reported by both commissions, was only 34,178.98 acres, that amount being made up as follows:

Maine's half of 52,300.87 acres undivided lands as found by first commission	26,750.48
Maine's lands in severalty as found by first com.	1,521.31
Possessory claims by second commission	6,507.24
Total	34,178.93

The balance was assigned by Maine to various settlers, not under the 4th Article of the Treaty, but under various legislative resolves, as acts of grace and bounty to sundry of her citizens upon the disputed territory. I have tried by every possible inquiry to ascertain how this number of 91,125 was made up, but no papers nor memoranda can be found at Augusta or Washington fixing that. The prosecution being by the company, no record seems to have been kept. If, however, the grants and possessory claims in the report of the first commission, and all the claims in the report of the second, except those upon the Plymouth, Eaton and Deerfield grants, (the private townships) be taken, they will amount to 91,127, as follows:

Maine's undivided lands, 1st commission	26,150.43
Maine's severalty, 1st commission	1,521.31
Possessory claims, 2d commission	6,507.24
Contracted for, 2d commission.....	26,888.18
Equitable claims, (less Plymouth, &c.) 2d com.	30,060.36
Total	91,127.52

This tallies so nearly with the number of acres named in the act, that the amount very likely was made up in that way. It is not very material however. Maine argued and received pay for 91,125 acres alleged to have been assigned to settlers.

But though Maine had not perhaps assigned so many acres strictly under the treaty, she had assigned them, or undertaken to assign them, in consequence of the treaty. The assignment was made by the two sets of Commissioners, by whom the lots were run out. This constituted an assignment by the State.

How the amount was made up becomes immaterial in view of the proviso, which requires Maine to agree that *all* the settlers named in either report of said Commissioners as upon her public lands and entitled to be quieted, should be quieted by a release of the State's title. Under this proviso it does not matter whether the 91,125 acres comprise *all* the lands.

Maine by taking the money agreed to the proviso, and to release to all such settlers to whom she had not already released.

It will be noticed that the proviso only refers to settlers upon public lands, and the 91,125 acres is made up without counting the lots on the Deerfield, Plymouth and Eaton grants. These circumstances exclude these latter lots from further consideration. There can be no claim against the State on their account.

The State then had assigned the 91,125 acres. She had done this by the two commissions before named. Their reports show they run out and set off to the settlers' each his lot. Their field notes and plans in the Land Office show the situation, description and amount of each lot. Each settler, or the person claiming under him, now had his lot defined and set out. He was upon it, and possessing it. All that remained for the State to do was to give deeds to the individuals at this time on the lots before set out and assigned by the commission, in cases where deeds had not been before given.

Accordingly the Governor and Council by order passed Aug. 18, 1868, immediately after the passage of the act of Congress, directed the Land Agent to proceed at once to make deeds of the lots designated in the reports of said commissions, and of which deeds had not been theretofore made. This action was certified to the Secretary of the Treasury at Washington by Gov. Chamberlain, and the money paid over to the State, though immediately paid out by the State to the company. The Land Agent appointed Noah Barker to again visit the "disputed territory" and ascertain who were now entitled to the deeds of lots named in the reports of the two former commissions, where deeds had not been given. His report is recorded in the Land Office, though not printed, and gives the names of the parties to whom deeds should have been given at that date.

The Land Agent thereupon began making and delivering deeds to the few who were left unprovided. It was soon

discovered, however, that in some cases, the State had previously granted the township in which the lot was situated without making any reserve. As soon as this was known the deeds in such cases were withheld. It was these persons or their assigns who remained "unquieted," and their case was referred to the Legislature. That body by resolve of Feb. 27, 1873, authorized the appointment of another commission to, among other things, "inquire what settlers upon treaty lots have not been quieted in their possessions." Noah Barker was appointed, and upon this point he reported, (see his report Jan. 10, 1874,) that the treaty settlers on No. 9, Range 5, No. 12, R. 6, and west of the 7th range on eight lots north of St. John river,—twenty lots south of the river, and on six island lots, comprising 4,940.53 acres, and being lots specified in the report of the Commission of 1854, as upon public lands were still "unquieted,"—that is, had received no deeds, and this for the reason that in the deeds of the townships made by the Land Agents no reservations had been made of these lots.

This being an official report, made by a Commissioner appointed for the purpose, I may assume it to be correct. These lots are specified on pages 22, 23, 24 and 25 of the report of the Commissioners of 1854, and on account of the scarcity of copies of that report, I give in schedule "A" annexed a list of them with the then occupants. In addition to those named in schedule "A," as reported by Mr. Barker, I find by examining the records of the Land Office a few other treaty lots specified in the report of the Commission of 1843 or 1854, of which no deeds have been given. I annex a list of such additional lots in schedule "B." It does not appear why these deeds have not been given. They may never have been called for. These parties named in the schedules annexed seem to be the only settlers who have claims that need to be examined.

They had no claims under the treaty. There was no treaty obligation upon the State to do anything for them except to sell on reasonable terms. But they were reported by the

Commissioner of 1854 or 1843 as being actual settlers upon the disputed territory prior to the treaty, and as having equitable claims to State grace. They were settlers upon public lands which Maine then (in 1854) owned. They came within the proviso of the act of Congress, to which proviso the State assented. Their possessions had been ascertained by the Commissioners referred to in the proviso. The State therefore agreed with the United States to quiet by a release of the State title these settlers now remaining unquieted or without deeds,

The 5,000 acres of these settlers also went to swell the sum total that the State claimed pay for of the United States. Maine claimed to have assigned these 5,000 acres—that she had parted with them to settlers, as she had indeed practically done by the commissions, and demanded compensation for them, and obtained it. Independent, therefore, of the proviso in the act of Congress, Maine is bound to make her word good by seeing to it that these settlers named in Commissioner Barker's report should enjoy their lands, or should be paid suitable equivalents for such lands as they may be prevented from enjoying. The State has so done with all other settlers.

The United States paid the money upon the understanding clearly implied in the act of Congress, that the whole 91,125 acres were upon public lands—lands belonging to Maine—and that if any settler still remained without deeds, their lots were still upon public lands, the fee of which was in Maine. The fact, therefore, that the State at the time did not have the fee, but had parted with it to third parties, can make no difference with its honorable and moral obligation in the premises. It is still bound to see to it that these settlers have their deeds, and are not evicted by reason of any act of its own, or that if evicted they have suitable equivalents.

The United States cannot have any claim to the refunding of any part of the money, so long as these settlers are in quiet enjoyment, or Maine renders them suitable satisfaction. The money was not paid over for these settlers. It was no gift to them. Maine in no sense became almoner of Federal

bounty. This money was a compensation, a satisfaction to the State, not to the people, nor to these settlers. Maine made no agreement to pay any of this money to any settler.

It agreed to see that the settlers had releases and were not evicted. How the State shall do this is a question between it and the settlers.

Recurring now to the terms of the Resolve under which I am proceeeding. I have "examined the question of the right of settlers under the Treaty of Washington," and I have come to the conclusion that the State of Maine is legally and morally held to release by deed its title, whatever that may be worth, to the lots named in the schedules annexed, to the persons named therein or their legal assignees, and in case these parties are lawfully evicted by any person claiming under the State, the State is then legally and morally bound to render them a suitable equivalent, whether in money, land or other valuable thing. The State is not bound to render any particular equivalent. It is not bound to render any equvivalent until the settler has been evicted, and that may never be. As I have just before said, the State did not receive the Congressional appropriation in trust for the settler. The settler has no legal nor equitable claim for any part of it.

I do not, therefore, come to the conclusion, that the State is legally and morally for the payment of any sum to any person to fulfill any obligation under the treaty, or act of Congress.

I have above indicated the extent and nature of the obligation resting upon the State in relation to the settlers named. The State should deliver the deeds and make provision in the way of compensation for such cases of eviction as may arise. What provision the State shall make, and the kind of compensation, are for the Legislature to determine.

By a strict construction of the Resolve my work perhaps properly ends here. It may not, however, be outside of the spirit of the Resolve, for me to suggest some considerations that have occurred to me in the progress of my examination.

The present settlers upon the lots named in schedules "A" and "B," or those under whom they claim, appear to have been in open, notorious and exclusive possession of their lots from since before the date of the treaty, a period of nearly forty years. They do not appear to have been ejected nor disturbed in their possession. They have occupied, made improvements and generally conducted themselves as owners. They have in many cases mortgaged, conveyed, or inherited their lots without let or hindrance. It is probably the case, that in many if not all instances, the occupants have occupied adversely, and their occupation has now ripened into a perfect title by disseisin so far as any third parties are concerned. If any person claiming by grant from the State should essay to eject these settlers, I doubt if a single one would yield posession. I am not ascribing to them any extraordinary litigious propensity in suggesting that each person so assailed would set up a title by disseisin or "twenty years quiet possession," as it is popularly called. It is not ascribing to them any unusal diligence in suggesting that in many cases they might and would adduce evidence sufficient to satisfy the juries of the fact of the disseisin.

It is evident, therefore, that if the State should pay any sums of money to any of these settlers, in many cases the settler would have his land and the money too. He would have an addition to his means, not compensation for an injury suffered. His fellow settler on other townships, who makes no claim, though a treaty settler, would be taxed to add to his fortune. I do not think, therefore, the State is legally or morally held to pay any sum of money to any settler named in schedules "A" or "B" simply because of his name being in that schedule. The settler should show some loss before receiving compensation. He cannot properly demand an equivalent until he shows he has lost the lot run out to him by the Commission of 1843 or 1854. If he has got a good title now he has got all he can claim of the State.

The question as to what settlers have good titles already cannot be determined by any Commissioner. That requires

a judicial tribunal, which can require pleadings and evidence, and adjudicate conclusively. Controversies between individuals must be referred to the courts. The settler in the meantime has title against all the world, except the grantee of the State, and can defend his possession against all other persons.

If any settler establishes a title by disseisin against any person claiming under grant from the State, then such grantee is the only person who can properly make any claim upon the State for compensation. I will not assume to pass upon such claims, as none appear to have been made as yet. Such claims, however, cannot be founded on any covenant of the State, for the deeds under which they hold contain no covenants of warranty, nor quiet assurance. They cannot be founded upon any clause of the treaty, for the treaty nowhere alludes to them. They cannot be founded upon the act of Congress, for as I have before said, the money appropriated by that act was not paid to the State in trust for such grantees, nor any other persons. It was not a bounty designed for them. These claims must be based upon the ordinary claim that a grantee under a quit-claim deed may make upon his grantor in case of failure of title to any part of the premises so quit claimed. Such a claim is good for nothing in law. If the State were suable the courts would reject it as soon as presented. Whether such a claim is good in morals depends upon circumstances. In this case the subject matter of claims of settlers on the disputed territory had long been before the people, and was common knowledge among all persons having any concern with public lands. The report of the two Commissions of 1843 and 1854, and the resolves upon which they acted had been made public. It was every where understood that the State had these settlers in mind, and would eventually convey to them, and only held back to await the action of Congress. It may be safely asserted that the State government never intended to convey away these lots to other parties, and I think it may be

assumed that no person purchasing of the State desired or expected to receive the fee of these lots. The State did not intend to sell, and the grantee did not intend to buy the treaty lots upon his township. The non-reservation in the deeds was the slip of the Land Agent. The purchaser paid no more than he would had the reservation been expressed. The State received no more.

It would seem also that this loss by disseisin may have been by the neglect of the grantees to seasonably assert their rights. In such case the moral claim of the grantee upon the State would be much weakened. These claims, however, can be more fully considered when they come to be made, and the arguments of the claimants are heard.

Recurring again to the settlers, it is apparent that whenever any settler named in schedule "A" or "B," or his grantee, has been lawfully evicted by a superior title under a grant from the State, he has a clear claim for compensation. The State should provide facilities for determining whether such claim is proved in fact, and then promptly pay it.

I would suggest that the Governor and Council be empowered to hear and adjudicate upon such claims when made. The claimant should be required to prove either that he is the person named in the Commissioners' reports, or that he now claims under him, and that he has been lawfully evicted from the lot named in said reports. The latter point could be readily and conclusively proved by a copy of the judgment of the court, and the former could be established by deeds and affidavits. The Governor and Council could be empowered to make their own rules as to procedure and evidence, or the rules could be established by the Legislature.

There only remains to be considered the amount of compensation in case a claim is proved. This may be the same as the United States paid Maine, to wit: $1.25 per acre, with or without interest, as the Legislature may determine. The evicted settler would undoubtedly be allowed his improvements, and could only claim pay for the soil. He will have

had the rents and profits of the lot up to the time of his eviction. If he were so allowed for improvements, and did receive rents and profits, to allow him interest from the State would seem to give him double compensation.

I think a small attorney fee should be allowed the successful claimant to recompense him for the necessary expense of proving his claim. It may be equitable also to allow him the costs and expenses of defending his possession, or some part of them. These are matters of detail, however, for the proper committee of the Legislature.

I think some such provision would accord the settler named substantial and speedy justice in case he is driven from his lands, and yet would protect the State from unjust or groundless claims for compensation.

I cannot close my report without expressing my obligations to Hon. Parker P. Burleigh, the Senator from Aroostook, and to Hon. E. C. Burleigh, Land Agent, for kind assistance in my examination. Neither of them, however, is in any way responsible for any of the reasoning or conclusions herein contained.

Respectfully submitted,

LUCILIUS A. EMERY,
Attorney General.

AUGUSTA, Jan. 31, 1878.

SCHEDULE "A,"

Giving list of persons named in Report of Commissioners of 1854, as being settlers on the public lands on the disputed territory before the treaty, but whose possession had been not over six years before, or persons claiming under such settlers, and who appear by the report of Noah Barker in 1873, to be upon townships granted to other parties.

TOWNSHIP 9, RANGE 5.

No. of Lot.	Name of Settler.	No. of Acres.	Remarks.
	Levi L. Powers	100	
	Charles Campbell	100	Provided he pays Eben P. Trafton for the improvements, according to the conditions of his deed.
	Thomas McGlaughlin	160	
	John Matherson	200	
		560	

TOWNSHIP 12, RANGE 6.

1	Charles McCormick	168.54	
2	Thomas Knowland	79.93	
3	Llewellyn Pratt	103.60	
4	Ebenezer McKenzie	76.88	
		428.95	

RIVER LOTS NORTH OF THE ST. JOHN.

1	William Mullen	99.20	Near Little Black River.
2	William Mullen	100.43	" "
3	John Harford	102.00	" "
4	John Harford	98.32	" "
5	John Henderson	170.43	" "
A,	John Hughs	133.90	Opposite mouth of the Allagash.
1	Martin Savage	136.	On the St. Francis near its mouth.
2	Unknown	125.50	" "
		965.78	

SCHEDULE "A"—*Concluded.*

River Lots south of the St. John.

No. of Lot.	Name of Settler.	No. of Acres.	Remarks.
1	Martin Savage	170.75	Nearly opposite Little Black river.
A,	Daniel McPeace	185.62	" "
2	John Henderson	184.58	" "
4	John and Joseph Diamond	107.66	" "
1	Samuel Bolton	137.81	On the west side of the Allagash.
1	John Gardner	125	Below the mouth of the Allagash.
2	John Hughs	110.20	Two miles below the Allagash.
B,	William Ouilette	133.87	Opposite mouth of the St. Francis.
A,	Cirville Pelletier	89.75	" "
1	Paschal Gandreau	146.25	" "
I,	Thomas Neddo	144.75	Near Hunnewell's island.
A,	Jesse Wheelock	69.52	Below Power's lot, No. 14.
B,	Edward Gilbert Louis Albert	148.12	Below A. Part of this lot is now owned by Louis Albert; des. in deed to said Albert
C,	Magloise Albert Josephn Labee	238.31	Described in deed from Francis Labee, June 6, 1851. Remainder of said lot.
	Louis Charette	94.05	
	Henry D'Aigle Vital D'Aigle	510.68	$\frac{1}{3}$ of said lot on the upper side. $\frac{2}{3}$ of said lot on the lower side.
G,	Charles Pelletier	148.67	Part on Township 18, Range 7.
H,	Joseph Nadeau, 2d	102.40	" "
K,	Zebulon Berabe	7.62	" "
L,	Zebulon Berabe	3.89	" "
		2,859 50	

Island Lots.

William Mullen Martin Savage	29.57	N. $\frac{1}{2}$ S. $\frac{1}{2}$ Island a mile below mouth of the Little Black river in St. John, No. 25
John Gardner	40	Island below the mouth of the Allagash, No. 23.
John Gardner	5	Hog island, No. 24.
Richard Egan	9	A mile below the Allagash, No. 22.
Martin Savage	22.73	W. $\frac{1}{2}$ of island in mouth of St. Francis, No. 21.
James Grew	20	E. $\frac{1}{2}$ of the same, No. 21, subject to a mortgage to Benjamin Merrill.
	126.30	

SCHEDULE "B,"

Giving list of other lots named in the Reports of the two Commissions, where deeds do not appear to have been given.

In Township No. 14, Range 6.

No. of Lot.	Name of Settler.	No. of Acres.	Remarks.
	William Winchell.....	200	In the northwest corner, on public lot.

In Township No. 16, Range 7.

7 & 8	Richard Wood.....	177	
14	Nathaniel Blake.....	115.50	Conveyed to F. Albert Feb. 15, 1847, under Resolve March 11, 1842.
35	Cefrot Neddo.....	104	
		396.50	

In Township No. 18, Range 7.

V,	Joseph Nadeau	87.50	
W,	Joseph Nadeau	79.33	
A,	Hilanin Charette.....	94,51	
B,	Thomas Lenasseur.....	137.00	
C,	Dominique D'Aigle	47.49	
K,	Zebulon Berabe.....	29.45	
L,	Zebulon Berabe.....	3.89	

STATE OF MAINE.

IN SENATE, January 31, 1878.

Ordered, That the communication of the Attorney General and accompanying report lie on the table and be printed.

SAMUEL W. LANE, *Secretary.*