

MAINE STATE LEGISLATURE

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Seventy-first Legislature.

SENATE.

No. 35

STATE OF MAINE.

IN THE YEAR OF OUR LORD ONE THOUSAND NINE
HUNDRED AND THREE.

AN ACT to incorporate the St. John River Dam Company.

*Be it enacted by the Senate and House of Representatives in
Legislature assembled, as follows:*

Section 1. Albert A. Burleigh of Houlton, Charles A.
2 Milliken of Augusta, James W. Parker of Portland, George
3 A. Murchie of Calais, Maine, Redfield Proctor of Proctor,
4 Vermont, Abner W. Hayford of Boston, Mass., Allan E.
5 Hammond and Peter C. Keegan of Van Buren, Maine, John
6 Costigan of Ottawa, Ont., William Pugsley of Saint John,
7 N. B., James Robinson of Millerton, N. B., Thomas J. Coch-
8 ran and John M. Stevens of Edmunston, N. B., their asso-
9 ciates, successors and assigns, are hereby constituted a body
10 corporate and politic under the name of the St. John River
11 Dam Company, hereafter called the "company."

Sect. 2. The persons named in section one of this act shall
2 be the first or provisional directors of the company, a major-
3 ity of whom shall constitute a quorum, and they shall have
4 all the powers which are ordinarily possessed and exercised
5 by directors in other similar corporations, and shall hold office
6 until such time as said corporation shall be fully organized
7 and shall have the power to choose a president, treasurer and
8 clerk to hold office until others are chosen in their stead and
9 may make all by-laws required for the transaction of the
10 business and management of the affairs of the corporation,
11 not inconsistent with the laws of the State.

Sect. 3. The capital stock of the company shall be one
2 million dollars, divided into shares of one hundred dollars
3 each, and may be assessed by the directors from time to time
4 as they deem necessary, but no assessment subsequent to the
5 allotment of shares shall exceed ten per cent., nor be made
6 at less intervals than two months. Said company is also
7 hereby authorized to issue bonds to an amount not exceeding
8 three hundred thousand dollars, in denominations of one
9 hundred, five hundred and one thousand dollars, secured by
10 mortgage upon the property of said company, and its fran-
11 chises, for the building of the dam and other works provided
12 for in this act, and the payment of damages for land taken
13 and land flowed by virtue of the authority conferred by this
14 act.

Sect. 4. The head office of the company shall be in Van
2 Buren, in the county of Aroostook, at which all meetings of
3 the stockholders shall be held; but the directors may meet
4 elsewhere, as provided by the by-laws of the company.

Sect. 5. In this act, unless the context otherwise requires,
2 the expression "logs" shall mean logs, timber and wood of
3 any kind, the expression "local logs" shall mean logs, timber
4 and wood of any kind in respect to the holding, collecting,
5 securing, separating, sorting out, rafting or driving of which

6 above the boundary line between Maine and New Brunswick
7 near Grand Falls, the owner or owners thereof have requested
8 the company to take charge.

Sect. 6. The company may construct, equip, maintain and
2 operate a dam, with the right of flowage, in the St. John
3 river, at or near the Winding Ledges in the town of Fort
4 Kent, in the county of Aroostook and State of Maine, from
5 any point along the bank or shore of said river to the bound-
6 ary line in said river between the United States and Canada,
7 to, and may connect said dam with a dam to be built from
8 the opposite shore of said river in the parish of St. Francis,
9 in the province of New Brunswick, provided and whenever
10 authority to build such dam from the said shore in the
11 province of New Brunswick, and to make such connection
12 has been or may be obtained by this or some other company
13 in the Dominion of Canada, and may build, maintain and
14 operate all such other dams, wing dams, sluices, conduits,
15 booms, side booms, sheer booms, piers, wharfs, slips, build-
16 ings and other works above said dam to a point opposite the
17 mouth of the St. Francis river, and below said dam to the
18 boundary line between Maine and New Brunswick near
19 Grand Falls, in the county of Victoria and province afore-
20 said, in the river St. John or any of its tributaries within the
21 State, necessary for the purposes of the company.

(2) Said dam shall be constructed in such a manner as
23 will permit of the safe passage and transmission of all logs,
24 and shall be maintained free of charge, for the use of all
25 persons (except to the owner or owners of local logs) who
26 may desire to pass or transmit their logs, and the company
27 shall be liable to pay damages to any owners of property
28 injured by any overflowing of the waters of said river Saint
29 John, caused by said dam.

(3) The company shall be liable to pay to any persons
31 injured (except to the owners of local logs) compensation

32 for any loss, damage, expense, detention, obstruction or any
33 unnecessary delay, caused by the said dams, wing dams, con-
34 duits, booms, sheer booms, side booms, piers, wharfs, slips,
35 buildings or other works of the company, or by the erection
36 and maintenance of said dams and other works, in the driving
37 and floating down the river Saint John of any logs (except
38 local logs).

(4) The company shall, without delay, build and maintain
40 in the said dams such fish-ways and of such design as may
41 be prescribed by law.

Sect. 7. The company, by means of and through the works
2 aforesaid, may hold, collect, secure, separate, sort out, raft
3 and drive over the said dam all logs including local logs, that
4 may come into or be driven within the company's booms
5 above the said dam; and may, in addition to its own logs,
6 contract to hold, collect, secure, separate, sort out, raft and
7 drive to their destination, all local logs coming over said dam
8 or into the Saint John river out of any river or stream or in
9 any other manner whatsoever, below said dam and above the
10 boundary line near Grand Falls, that may be intended for
11 any and all saw mills or pulp mills or other manufactories
12 that are now or may be hereafter built and operated along
13 the river St. John below said dam and above the boundary
14 line near Grand Falls,—provided, however, all logs, except
15 local logs, which shall come into or be driven within the
16 company's booms, shall, without any unnecessary delay, be
17 separated by the company from the company's logs and from
18 local logs and be driven out of the said booms into the river
19 at the expense of the company.

(2) The Madawaska Log Driving Company may place
21 one or more men, if necessary, at the said booms and at the
22 expense of the company hereby incorporated, to see that all
23 logs in the manner herein provided except the company's logs
24 and local logs are all and properly passed by and if not passed

25 by to the satisfaction of the said Log Driving Company, may
26 itself take charge of and pass by all logs except local logs
27 and the logs of the company, hereby incorporated.

Sect. 8. Subject to any provisions of any act of the Legis-
2 lature of the province of New Brunswick, the company shall
3 not take or hold within its booms any prize or unmarked logs,
4 and any person interested may go upon the property of the
5 company at any reasonable time and in a reasonable manner
6 and search for such prize or unmarked logs, but the company
7 shall have its proper proportion of the proceeds of the sale
8 thereof,—provided, however, the company may, by and with
9 the consent in writing of all the owners of logs operating on
10 the St. John river or any tributary thereof above said dam,
11 which consent must be served upon the company at least two
12 months before the driving season opens, hold said prize or
13 unmarked logs in their booms to be disposed of as herein-
14 after provided; and provided, also, the holding of said prize
15 or unmarked logs in the company's booms shall be optional
16 with the company unless a bond satisfactory to the company
17 shall have been given to the company to indemnify it against
18 any damages that may arise by reason of the holding in its
19 booms of said prize or unmarked logs.

Sect. 9. Such piers, booms and other works authorized to
2 be placed in the river St. John by the company shall be so
3 constructed and maintained by the company as to not unnec-
4 essarily obstruct, hinder or delay the free and uninterrupted
5 passage down the said river to and below the said dam all
6 logs, except local logs and logs of the company.

Sect. 10. It shall be the duty of the company and it is
2 hereby required to hold, collect, secure, separate and sort out
3 within its booms above its dam, and whenever requested so
4 to do, drive over the dam, all local logs which shall come into
5 or be driven within the company's booms at any time between
6 the opening of the spring and the river being entirely free

7 from ice and the first day of November in each and every
8 year during the continuance of this act, providing the owner
9 or owners of said local logs shall have furnished the company
10 with the mark or marks of said local logs a reasonable time
11 before the opening of the spring and at least fifteen days
12 before said local logs come within the company's booms and
13 after so furnishing said marks all logs bearing any of said
14 marks shall be considered local logs so soon as they come
15 within the said booms and shall be under the full control and
16 be liable to boomage and other charges of the company.

Sect. 11. The company shall be entitled to and may charge
2 a reasonable compensation for holding, collecting, securing,
3 separating, sorting out, booming and for other work done in
4 connection with said local logs, within its booms above said
5 dams, and may by by-laws from time to time fix uniform
6 tolls and charges therefor on the different kinds of logs,
7 which said by-laws shall be subject to the approval of the
8 Governor and Council; and the company may also fix by con-
9 tract with the owner or owners of said local logs, the charges
10 to be made by the company for all local logs contracted for
11 by and with the company to be driven or rafted and driven
12 to their destination above the Grand Falls and below said
13 dam; and the company shall have a lien on said local logs
14 whether manufactured or not, in respect to which boomage
15 and other charges (including those for driving or rafting and
16 driving) of the company have not been paid for a period of
17 two months after said logs have reached their destination;
18 and if said logs have not gone out of the possession of the
19 company, the company may retain said local logs or a suffi-
20 cient part thereof to pay the same and all other expenses
21 afterwards incurred in connection therewith, until the same
22 are paid; and if the owner or owners of said local logs shall
23 not, within ten days after said local logs have been surveyed
24 by the company, pay the same the company shall be entitled

25 to a reasonable compensation for keeping said local logs
26 which shall be deemed to be at the risk of the owner or
27 owners thereof, and the company is hereby authorized, if
28 default in the payment of all said charges against said local
29 logs continue another ten days, to sell the same or so much
30 thereof as shall be sufficient to pay all of said charges and
31 expenses at public auction on giving ten days notice of the
32 time and place of sale to be published in the newspaper pub-
33 lished in Aroostook county at the place nearest to Fort Kent
34 or by sending a notice of the time and place of sale by regis-
35 tered letter to the person or persons who furnished the mark
36 or marks on the said local logs, at least ten days before such
37 sale, and after deducting from the proceeds of such sale, all
38 charges and also the expenses of keeping said local logs and
39 the expenses of such sale as well as all other incidental
40 expenses, shall render the surplus, if any, to the owner or
41 owners of said local logs.

Sect. 12. All local logs shall be measured by a competent
2 surveyor duly sworn, who shall be employed and paid by the
3 company, whose survey shall be conclusive upon the parties,
4 unless the owner or owners of such local logs shall give notice
5 to the company within three days after the said local logs
6 have been surveyed, of his or their dissent to such survey,
7 then and in such case the differences shall be settled and
8 determined in the manner prescribed by section fifteen of this
9 act.

Sect. 13. (Under and by virtue of the authority that may
2 be conferred upon the company by section eight of this act
3 and subject to the provisions contained in said section, the
4 company may from time to time as the directors may deem
5 expedient, between the hours of ten o'clock in the forenoon
6 and two o'clock in the afternoon, sell by public auction at a
7 public place in Fort Kent aforesaid, first giving fifteen days
8 notice by advertisement in the newspaper published in Aroos-

9 took county nearest to Fort Kent, all such prize or unmarked
10 logs, except such as may be in joints or shackle booms, as
11 may be found within the booms of the company during the
12 season, and shall, at the time of such sale, exhibit and post
13 up for the information of purchasers a survey bill of all such
14 prize or unmarked logs in the said booms and so offered for
15 sale as aforesaid, and after deducting the costs and charges
16 of selling same, together with the boom fees, which are
17 hereby authorized to be charged according to the scale fixed
18 for local logs, shall, at the winding up of the year's operation,
19 distribute the net proceeds of such sales among the several
20 persons having marked logs in said booms, or who may have
21 had marked logs therein previous to the time of such sale
22 during the season and on which boomage charges have been
23 paid to the company, in fair and just proportion according to
24 the quantity of marked logs such person or persons may
25 have coming through said booms; provided nothing herein
26 contained shall give to the company the right to sell any logs
27 which at the time of such sale shall be in the custody of the
28 law, or shall be adjudged the property of any person claiming
29 same).

Sect. 14. The company shall not be liable for the loss of
2 any local logs which may pass out of or by the said booms,
3 or escape therefrom, unless such loss is occasioned by the
4 neglect or default of the company, or the neglect or default
5 of its agents or servants; provided, always, that the company
6 shall be bound to use and follow due diligence to collect
7 together and pick up and secure and raft all such local logs
8 which may pass out of or escape from or run below the said
9 booms, before the same go over the Grand Falls, the expense
10 of such following, picking up, securing, rafting and deliver-
11 ing to be a charge on the said local logs and be paid by the
12 owner or owners thereof, when such escape is not the result
13 of the negligence or default of the company or its officers.

Sect. 15. All questions of difference or dispute of any kind
2 relating to the quantity of local logs, or to the mode of raft-
3 ing or other work done in connection with the said local logs,
4 shall be submitted to the award or arbitrament and determi-
5 nation of three persons indifferently chosen between the
6 parties; the award or determination of them or of any two
7 of them, shall be final and conclusive between the parties,
8 which referees or any two of them shall also determine and
9 award by whom and how the expenses of such reference shall
10 be paid; provided, always that such reference may be made
11 to one person, if the parties can agree upon such one, who
12 shall be vested with the like powers herein assigned to the
13 three referees.

Sect. 16. The company may, by means of and through the
2 works aforesaid, carry on the business of lumberers and
3 manufacturers of lumber and lumber products in all its
4 branches, including the manufacture of pulp and paper and
5 other business incident thereto and connected therewith, and
6 may erect and operate lumber mills and pulp and paper mills
7 on or near the river St. John or any of its tributaries above
8 the boundary line near Grand Falls, and may, for all and any
9 of said purposes, purchase, hold, lease or otherwise acquire
10 lands, limits and rights to cut logs, and other property, real
11 or personal, movable or immovable, and may get and manu-
12 facture logs and may improve, extend, manage, develop,
13 lease, exchange, sell or deal in any other way in lumber and
14 lumber products of all kinds, including pulp and paper.

Sect. 17. The company may purchase or otherwise acquire
2 any business within the objects of the company, and any lands,
3 property, privileges, water powers, rights, contracts and
4 liabilities appertaining thereto and may let or sublet any
5 property of the company and may sell or otherwise dispose
6 of the business, property or undertaking of the company, or
7 any part thereof, for such consideration as the company thinks

8 fit, and in particular for shares, debentures or securities of
9 any other company.

Sect. 18. The company may construct, maintain and oper-
2 ate for its own use or otherwise tramways to be worked by
3 electricity or otherwise, from the said dams to the boundary
4 line near Grand Falls and for such purposes may erect poles
5 and do all other things necessary therefor.

Sect. 19. The company, by means of and through the
2 works aforesaid, may supply persons with water, hydraulic,
3 electric or other power for use or for any purpose by means
4 of wires, cables, machinery or other appliances, including
5 said dams and appliances connected therewith, at such rates
6 and upon such conditions as are agreed upon between the
7 company and such persons; and may construct, maintain and
8 operate works for the production, sale and distribution of
9 electric and pneumatic power, light, heat and driving logs
10 and lumber.

(2) The company may also erect poles and do all other
12 things necessary for the transmission of power as fully and
13 effectually as the circumstances of the case may require, sub-
14 ject, however, to the following provisions, that is to say:

(a) The company shall not interfere with the public right
16 of travel or in any way obstruct the entrance to any door or
17 gateway or free access to any building.

(b) The company shall not permit wires to be less than
19 twenty-two feet above such highway or other public place.

(c) All poles shall be so nearly as possible straight and
21 perpendicular and shall in cities and towns be painted, if so
22 required by any by-laws of the municipality or other authority
23 having jurisdiction over the same.

(d) The company shall not be entitled to damages on
25 account of its poles or wires being cut by the direction of the
26 officer in charge of a fire brigade at any fire, if, in the opinion
27 of such officer, it is advisable that such poles or wires be cut.

(e) The company shall not cut down or mutilate any shade, 29 fruit or ornamental trees without the approval of the municipi- 30 pal officers of the municipality in which it is situate, and then 31 only so far as it may be necessary.

(f) The opening up of streets for the erection of poles or 33 for carrying wires under ground, shall be subject to the direc- 34 tion and approval of the municipal officers and shall be done 35 in such manner as the said municipal officers direct, and they 36 may also designate the places where such poles shall be 37 erected and such street, square or other public place shall, 38 without any unnecessary delay, be restored, so far as possible, 39 to its former condition, by and at the expense of the company.

(g) Nothing herein contained shall be deemed to author- 41 ize the company to enter upon any private property for the 42 purpose of erecting, maintaining or repairing any of its works, 43 without the previous assent of the owner or occupant of the 44 property for the time being.

(h) If, for the purpose of removing buildings, or in the 46 exercise of the public right of travel, it is necessary that the 47 said wires or poles be temporarily removed by cutting or 48 otherwise, the company shall at its own expense, upon reason- 49 able notice in writing from any person requiring it, remove 50 such poles and in default of the company so doing, such per- 51 son may remove such wires and poles at the expense of the 52 company. The said notice may be given either at any office 53 of the company or to any agent or officer of the company in 54 the municipality wherein are the wires or poles required to 55 be moved, or in case of a municipality wherein there is no 56 such agent or officer, then, either at the head office or to any 57 agent or officer of the company in the nearest or adjoining 58 municipality to that in which such wires or poles are.

(i) The company shall be responsible for all damage which 60 it causes to ornamental, shade or fruit trees and otherwise for

61 all unnecessary damages which it may cause in carrying out
62 or maintaining any of its works.

(j) Subject to the foregoing provisions, the company,
64 for the purposes of constructing and maintaining its works,
65 with the consent of the municipal officers or other authority
66 having jurisdiction over the same, enter on any highway,
67 square or other public place and so often as the company
68 thinks proper, may, with like consent, break up and open any
69 highway or other public place.

Sect. 20. Lands actually required for the construction,
2 maintenance and operation of the company's mills, dams,
3 wing dams, sluices, conduits, booms, side booms, sheer booms,
4 piers, wharves, slips, buildings, roads, tramways, and other
5 works of the company, and all lands which may be flowed by
6 a dam not exceeding twelve feet in height, may be purchased
7 by the company or taken and held as for public uses, and said
8 company shall file in the registry of deeds for the northern
9 district of Aroostook county, plans of all lands so taken in
10 said county, and no entry for the purposes of taking lands
11 shall be made on any lands owned by other persons except
12 to make surveys, until the expiration of ten days from the
13 time of said filing and with such plan the company may file a
14 statement of the damages it is willing to pay to any person
15 for the property so taken, and if the amount finally awarded
16 does not exceed that sum, the company shall recover costs
17 against such person, otherwise such person shall recover costs
18 against the company. Said company shall be liable to pay
19 all damages for the land so taken, and if any person sustain-
20 ing damages as aforesaid shall not agree with the company
21 upon the sum to be paid therefor, either party on petition to
22 the county commissioners of the county of Aroostook, within
23 twelve months after such plans are filed, may have the dam-
24 ages for the taking of said lands assessed, and the subsequent

25 proceedings and right of appeal thereupon shall be had in the
26 same manner and under the same conditions, restrictions and
27 limitations as are by law prescribed in the case of damages
28 by the laying out of highways, failure to apply for such dam-
29 ages within the twelve months shall be held to be a waiver
30 of the same.

Sect. 21. The company may purchase, lease and acquire
2 timber and other lands including the property of the incorpo-
3 rators or any of them, and the whole or any part of the good
4 will, stock in trade, assets and property, real and personal,
5 movable or immovable, of the incorporators or other persons
6 in connection with said business, subject to the obligations,
7 if any, affecting the same, and may pay therefor wholly in
8 cash or wholly or partly in fully paid up or partly paid up
9 shares of the company or wholly or partly in debentures of
10 the company or otherwise and may mortgage, sell or other-
11 wise dispose thereof.

Sect. 22. The company may make, endorse, accept or other-
2 wise execute cheques, promissory notes, bills of exchange,
3 ware-house receipts, bills of lading and other negotiable
4 instruments; provided, however, that nothing in this section
5 contained shall be construed to authorize the company to issue
6 any note or bill payable to bearer or intended to be circulated
7 as money or bill of a bank.

Sect. 23. The directors, under the authority of a resolution
2 of the shareholders passed at any special meeting called for
3 the purpose, or at any annual meeting at which shareholders
4 representing at least two-thirds in value of the issued capital
5 stock of the company are present or represented by proxy,
6 may from time to time, at their discretion, borrow moneys for
7 the purposes of the company, and secure the repayment
8 thereof in such manner and upon such terms and conditions
9 as they see fit, and for this purpose may mortgage, pledge,

10 hypothecate or charge the assets and property of the com-
11 pany; provided the aggregate amount so borrowed shall not,
12 at any time be greater than seventy-five per cent. of the actual
13 paid up stock of the company; but this limitation shall not
14 apply to commercial paper discounted by the company.

STATE OF MAINE.

IN SENATE, February 3, 1903.

On motion by Mr. BURLEIGH of Aroostook, laid on the table to be printed, pending reference to the Committee on Interior Waters in concurrence.

KENDALL M. DUNBAR, *Secretary*.