

MAINE STATE LEGISLATURE

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N I N E T Y - S E V E N T H L E G I S L A T U R E

Legislative Document

No. 718

H. P. 641

House of Representatives, February 15, 1955.

Referred to Committee on Claims. Sent up for concurrence and ordered printed.

HARVEY R. PEASE, Clerk.

Presented by Mr. Knight of Searsmont.

STATE OF MAINE

IN THE YEAR OF OUR LORD NINETEEN HUNDRED
FIFTY-FIVE

RESOLVE, in Favor of Dudley Carter of Newport.

Dudley Carter; reimbursed. Resolved: That there be and hereby is appropriated from the State Highway Fund the sum of \$975 to be paid to Dudley E. Carter of Newport to reimburse him for losses not compensated by the State Highway Commission in connection with a P. E. Soucie Company Contract on Route 9 in Dixmont in the year 1952.

STATEMENT OF FACTS

Mr. Carter owns land in Dixmont which was taken for "right of way" for Federal Aid Secondary Project S-0210 (2). He received from the State the sum of \$50 an acre for land so taken and by verbal agreement, the Commission stipulated that such standing timber as existed on the land would be cut, piled and turned over to Mr. Carter for disposal. Alongside the "right of way" Mr. Carter had logs to the value of \$435, which had previously been cut by him on adjacent parts of the same parcel of land. As the road work progressed, it became impossible for Mr. Carter to transport the logs already cut and piled by him. At a time when the project had sufficiently advanced, the owner visited the job with trucks prepared to remove both the logs already cut by him and the logs which he assumed were cut and piled by the contractor, in accordance with the Commission's verbal agreement.

Through negligence on the part of either the Commission's personnel assigned to the job, or negligence on the part of the contractor in not properly protecting Mr. Carter's property during the progress of the work, persons unknown to Mr. Carter and allegedly unknown to the contractor, had removed and disposed of Mr. Carter's property. Subsequent to this determination, the contractor filed bankruptcy proceedings, leaving the owner's sole recourse to this action he now presents to the Legislature.