

# MAINE STATE LEGISLATURE

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**A REPLY**  
TO THE  
**"VINDICATION"**  
**"OF THE LAND AGENT," &c.**

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**BY THE AUTHOR OF THE REMARKS.**

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WHEN I wrote my remarks on the conduct of the Land Agent in his office, I was governed by no leaning or affection towards trespassers, or those who in any way had violated the laws of the State. I believed then, as I now believe, that had the conduct of Gen. Irish been known to the State at large, he would not have held, so long as he has done, the important and responsible office which he yet holds: In order that a few of the many instances of improper conduct in him tending to shew either want of capacity or want of disposition to manage for the best interests of the State might be understood, I submitted the few remarks which suggested themselves to me, in a pamphlet addressed to the proper authority, trusting, that some investigation of the truth of them might take place, or that Gen. Irish would be able to explain them all, and free himself from pretence of blame.—These remarks appear to have roused the General's ire, and in the Portland Advertiser of February 12th, he inserts the following notice.

(BY REQUEST OF THE LAND AGENT.)

"Suitable notice will be taken, as soon as convenient, in a pamphlet form, of a libellous communication, purporting to be "Remarks on the two last Reports of the Land Agent."—All those who have the above named pamphlets are requested to keep them to compare."

In accordance with this notice "as soon as convenient" a pamphlet made its appearance, purporting to be written by "Honestus." As the Land Agent caused the above notice to be inserted in a public print, as he has furnished many papers which could be found only in his possession, and as he moreover, complains in no gentle terms, that the remarks were anonymous, it was, in reason, to have been expected that he would have given the "Vindication" the authority of his name.—Yet, though he has not thought proper to do this, I think no one who has perused it can doubt that it was published with his approval and under his inspection, and that it was intended to have been, what it professes to be, "a Vindication" of his conduct from all the charges made against him, or at least the nearest approaching that, in his power to make.

Any communication from a public officer to his fellow citizens justifying his conduct from charges alledged against him, would be expected to be couched in somewhat temperate language. It was to have been supposed, that a man holding one of the most important offices in the gift of the state, when he replied to any pamphlet he thought worthy of answer, would have pursued a course of conduct, which if it reflected no honor on the office he held, would at least not have disgraced it.—That he has not done so, it is useless to say; it is apparent in every page of his vindication, and every Gentleman who reads it, is compelled to blush for shame, that one of the highest officers of the state he inhabits, can condescend to use language disgraceful to the humblest inhabitant, and instead of refuting charges so distinctly brought against him, attack the private characters of those he suspects of being its authors, and substitute so lavishly the cries, of falsehood for proof.—The General appears to think one so elevated, as himself, is not amenable to the criterion of public opinion. He speaks of the Remarks as falsehoods, unworthy of notice; of those he supposes to have been its authors, as persons whose characters and standing are far beneath him. Why then does he answer?—But to my apprehension it is not with the character of the writer the public has to do, but with the truth or falsehood of his remarks. That they are true, I shall now proceed to shew, without the General's consent, taking care not to retort on him the billingsgate and scurrility he has so lavishly bestowed on me.

And first with regard to his account, in the Remarks I have the following observations, viz :

And now, Gentlemen, dismissing particulars, let us come to the aggregate. I now extract from the 10th page of his report for 1826, dated January 5th. 1827, as follows :

"The result of the labors of the Agent, thus far, will appear by the report of the Auditor, as follows :

" Cash received on sales of land, timber, and grass, - - -	\$ 9,374 00
" Notes received on sales of land, timber, and grass, - - -	26,625 07
" Contracts for land, - - - - -	10,546 76
" Amounting to - - - - -	<u>\$46,645 83</u>
" Deduct for cash paid into the Treasury, for building bridges, surveying, building roads, and exploring lands, &c. for which vouchers are on file in the Land Office, - - - - -	7,661 51
" Leaving a balance in favor of Government of - - - - -	<u>33,984 32</u>
" Of the money received as above, viz. - - - - -	9,374 00
" Deduct for money paid to Treasurer, &c. - - - - -	<u>7,651 51</u>
" Leaving a balance in the Land Office," - - - - -	1,712 49
(i. e. in the hands and occupation of Irish.) - - - - -	
<b>" RECAPITULATION."</b>	
" Cash paid into the Treasurer, &c. - - - - -	7,661 51
" Cash now in the Land Office, - - - - -	1,712 49
" Due on notes, - - - - -	26,625 07
" Due on contracts, - - - - -	10,546 76
" Amount in favor of Government," - - - - -	<u>\$46,545 83</u>

By this Report, made January 5th, 1827, and audited by Barrett Potter, Esq. Dece mber 30, 1826, Gen. Irish makes a balance in favor of Government of \$33,984 32. His account for the last year begins with the sum of \$30,345 69, making a difference of \$8538 63. When I first looked over his last account, as audited by Mr. Churchill, I thought I must have made some mistake. I have examined and re-examined, and I can no where perceive that the above deficit of \$8538 63 has been accounted for. It stands simply thus. The account closed with a balance due the State of \$33,984 32, on the 7th of January, 1827, (or rather Dec. 30, 1826) and the account for 1827, commenced with the sum of \$30,345 69, (vide Irish's account and Churchill's report.) Now where is this surplus ? If any of you, Gentlemen, can tell me, I shall be very happy to be informed. Gen. Irish does not tell you ; Mr. Auditor Churchill does not ; neither, notice or speak of the difference. If there is nothing wrong here, and Gen. Irish has accounted for this, but without explaining it in his report, then, he is a wretched bungler, and ought never to have the charge of any money concerns. But if not,—why,—his accounts have been audited and passed by Mr. Churchill ; what right have you to interfere. But really, Gentlemen, it seems to me, that this ought not to pass without enquiry, merely because his accounts were approved of by Mr. Churchill ; \$8538 63 is rather too large a sum to be smuggled out of sight in this manner. I think this is sufficient to make even the most unwilling believe, that the settlement of Mr. Auditor Churchill is not worth the paper it is written on. Now, Gentlemen, if G n. Irish is an honest man, he will desire an investigation to clear his character from suspicion ; if he is a proud man, he will demand it.

I shall now insert Gen. Irish's answer to this statement.

"The writer of the pamphlet finds another wonderful deficit in the Land

Agent's Account, and with great confidence declares, that "the settlement of Auditor Churchill is not worth the paper it is written on." A deficit of \$8,-538,63 ! Quite "*too large a sum to be smuggled out of sight !*" And who has the *honor* of detecting the fraud ? Why, a *gentleman* "at a distance from the documents," who has given them only "a hasty perusal," and who, from extreme *modesty*, chooses to withhold his name from the public ! Alas, for the shrewdness of the times ! But hear him.

By the Land Agent's Report, (says the pamphlet, p. 4,) "made January 5th, 1826, and audited by Barrett Potter, Esq. December 30, 1826, Gen. Irish makes a balance in favor of government of \$38,884,92. His account for the last year begins with the sum of \$0,845,69, making a difference of 8,538 dollars and 63 cents. When I first looked over his last account, as audited by Mr. Churchill, I thought I must have made some mistake. I have examined and re-examined, and I can no where perceive that the above deficit of \$8,-538,63 has been accounted for."

I will now proceed to point out the "mistake" which the writer verily suspected he was making at the time he wrote the above frightful particulars.—Again I may safely assert, that had the writer understood the history of his subject, he never would have turned author. Had he informed himself, as he should have done, before sitting in judgment upon the Land Agent, or at least as he should have done before presuming to enlighten "the Governor, Council and Legislature of the State of Maine," he would not venture to say, with all his hostility and personal hatred towards the Land Agent, have exposed himself thus foolishly to the ridicule of the public, and to the indignation of those more immediately interested. But to facts.

Gen. Irish was appointed to the office of Land Agent in March, 1824. In 1825, the following Report to the Legislature was made and accepted by both branches, to wit :

#### "STATE OF MAINE.

"IN SENATE, Feb. 4th, 1825.

"The joint Committee on State Lands, to whom was referred the Report of the Land Agent, having carefully examined the same, as also the accounts and vouchers appertaining to his Agency, ask leave to Report :—That your Committee find the Books, Records, Plans, and Field Notes of Surveys in the Land Office, in good order and well arranged ; and the accounts for expenditures incident to the department, appear correct and properly vouched. The Agent's accounts of money and notes received, for the sale of Land and Timber, appear to be correct, and the whole agreeing with his Report, except some small errors in casting. Your Committee further Report, that the following Schedule exhibits a correct statement of the Agent's accounts, up to the 15th January, 1825.

All which is respectfully submitted.

JONAS PARLIN, Jr. *Chairman.*"

The Schedule referred to in the above Report, stands thus—

Dr.

|| Cr.

January 15, 1825. To cash paid to	January 15, 1825. By whole amount
Treasurer, and for surveying and ex-	of cash received for sale of Land and
pended on roads,	\$3,602 54   Timber, up to this date,
	\$4,395 11

In 1826, the Committee on State Lands reported at length, and from their Report, signed by the Hon. Reuel Williams, I make the following extracts, to wit :—

"IN SENATE, Feb. 13, 1826.

"The Committee on State Lands, to whom was referred the annual statē-

ment and communication of James Irish, Esq. Land Agent, have had the same under consideration, and have also examined with attention the accounts of said Agent for the past year and Report—

"The whole payments and expenditures of the Agent, as charged and *allowed* by the Committee, are - - - - \$4,755 66

"The gross amount received and credited by the Land Agent, from January 15, 1825, to December 31, 1825, - - - - \$6,463 74

In 1827, Barrett Potter, Esq. was appointed to audit the accounts of the Land Agent, agreeable to the Resolve of Jan. 12, 1826, and reported, the amount of money received by the Agent during the preceding year, to be \$9,374 00.\*

The amount paid into the Treasury, for building bridges, surveying, building roads and exploring roads, in the mean time to be \$7,661 51.

By the foregoing extracts and statistics, the reader has the several annual accounts of the Land Agent, for the years 1824-5 and 6, up to Jan. 1827—making in all, a credit of \$16,019 71. In 1827, the joint Standing Committee of the Legislature, of whom Reuel Williams, Esq. was Chairman, were instructed to report a statement of the quantity of land sold, the amount of sales of land and all other property sold under the provisions of an Act passed Feb. 25, 1824; and in Senate, Feb. 1827, they reported—

That the quantity of land sold was 56,554 acres, amounting to .	\$24,032 96
do. of Timber, - - - - -	11,132 44
do. of Grass, - - - - -	341 18
Contracts, - - - - -	10,858 82
	<hr/>
	\$46,365 40

It will be perceived, that in the *annual* accounts rendered for the years 1824, '5 and '6, up to January, 1827, no sales for notes, and no contracts for sales, but only the sales made for cash, were included. In the Report of the Committee last referred to, it will be remarked that all sales for cash, all sales for notes, and all contracts for sales, during the whole of Gen. Irish's agency, are embraced, without any reference to the credits allowed the Land Agent in the mean time, and settled with him by former Auditors and Committees—in all, to the amount of \$16,019 71, as above enumerated. Wherefore, the accounts stood in Jan. 1827, as follows—\$46,365 40 against the Land Agent, and \$16,019 71 in his favor. These are the data upon which Mr. Churchill commenced his labors as an Auditor. Deduct the last sum as credits due the Land Agent,—from the commencement of his labors in 1824, up to the 1st of January, 1827, as allowed him by the several Legislatures, from the first sum;—as the amount of all sales he had made during that time, as found and reported by the Committee of 1827, and you have a balance of \$30,345 69, which is the precise sum with which the Land Agent's account commenced in Jan. 1827, as adopted by Mr. Churchill.

This is the manner in which the General has attempted to account for the difference between the reports of Messrs. Potter and Churchill. I believe that after this is understood, all will believe I was justified in saying that the settlement of Mr. Churchill is not worth the paper it is written on.

I will make a statement of these affairs, which I think will be

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\* It will be observed, that in the sums reported each year, is included the balance of the account of the preceding year.

so plain as that no one can misunderstand it. According to General Irish's statements, see page 21 of his "vindication" he has the following Cr. to the State.

Cr. January 15, 1825, by whole amount of cash received for sale of land and timber, up to this date, \$4,395 11

Again, page 12th of his "vindication" we extract from Mr. Williams's report as follows, "the gross amount received and credited by the Land Agent from Jan. 15th, 1825, to Dec. 31st 1825," is - - - 6,463 74

Making in the whole, - - - - - 10,858 85

From which sum deduct \$792 57 balance of account for Jan. 15th 1825, and \$1,708 8 the balance of account for the succeeding year, both which sums carried forwards, see note to page 12th of his "vindication" makes, - - - - - 2,500 65

Leaves, - - - - - 8,358 29

Which sum added to the gross amount stated and credited by Gen. Irish in his report Jan. 5th 1827, - 46,545 83

Makes, - - - - - 54,904 03

Dr. From which deduct Jan. 15, 1825, to cash paid "to Treasurer and for surveying and expended on roads \$3,602 54," and from Mr. Williams's statement, Feb. 13, 1826, "the whole amount of payment and expenditures of the Land Agent, as charged and allowed by the Committee, are \$4,755 66," to which add \$7,661 71 "amount paid into the Treasury for building bridges, surveying, building roads, and exploring roads, makes a sum total - - - 16,019 71

Which deducted from the above whole amount leaves, \$38,884 32  
Exactly the sum left as balance due the state by Mr. Potter, and which shews beyond the probability of doubt, that this is the sum Mr. Churchill should have commenced his report with, instead of his \$30,345 69.

The reader will recollect that there were large amounts of securities of various descriptions in the land office when Gen. Irish was appointed agent, part of which are doubtless collected. Where they have been accounted for, does not appear, unless they make a part of the missing \$8,538 included by Mr. Potter and excluded by Mr. Churchill in his report.

Now Gen. Irish wishes you to take the \$46,365 40 the amount of sales (since his appointment,) and deduct therefrom \$16,019 71 the amount of all his credits, passing over all the sums of money he has received from securities which were in the office when he was appointed. That Mr. Auditor Churchill did so, I doubt not. But this will not do. This sum is as yet unaccounted for, it did appear in Gen. Irish's account in 1826, but is not to be found in that for 1827. Gen. Irish says, "I feel no desire to be concluded by them" i. e. "the settlements of the auditors." We most certainly wish he should not be, we would have the curtain torn from before these accounts, that all may be laid open clearly and distinctly. Let him give an exact statement of all he received from his predecessors in office, and from the commissioners of the two states, and of the amount collected on them, also of all his own sales and amounts collected on them, and depend upon it this \$8,538 will plainly appear, *perhaps much more*.

In order that all may judge understandingly on this subject, I have copied my remarks on his account and inserted his answer, and I confidently appeal to all whether Gen. Irish has satisfactorily explained this affair, and indeed further, whether I have not shewn, to use the mildest terms it can sustain, that there is error here. Recollect that Gen. Irish is the accountant ; that it is his duty and must be in his power if he has done right, to make all this so plain to the humblest capacity that he who runs may read. Yet how few who read his explanation fully understand it. It is like his accounts clouded with uncertainty and doubt, it is enveloped in a mist which renders it obscure and mystical. Every honest man, if he pleases, can at all times, place his accounts in such order and light as to explain every thing at once. All this may be in the power of Gen. Irish to do ; but I without fear of contradiction assert it is not yet done. It is as evident as day-light from the inspection of the two auditor's reports that a large sum has disappeared from the accounts in a manner as yet unexplained.

Having as I believe fully substantiated my statement with regard to the account, I will next proceed to that made by me in regard to Gen. Wellington's bill for surveying the Fish River Road not being presented and included in the accounts for the year in which it properly belonged. In order to be perfectly fair with this, as well as every other subject I have touched on, I extract from my "Remarks" the passage relating to it.

To shew you that these observations are not without cause, let me ask, why was not Gen. Wellington's bill, for surveying the Fish River road, brought into the last year's report where it rightfully belonged ?—Enquire of Gen. Wellington himself, Gentlemen, and he will tell you, it was because, he refused to allow in his account, to men hired, and sent up to him by Gen. Irish, the extravagant wages he had agreed to give them.



To answer this Gen. Irish has published in his "Vindication" the following letter from Gen. Wellington.

*Portland, February 12, 1828.*

In regard to inquiries made of me respecting my bill against the Land Agent of Maine, for services I rendered on the Fish River Road, in the year 1826, and why it was not included in the Land Agent's Report for that year, I certify, that I did not render my bill to him until *after* his Report for that year had been printed, for the want of opportunity so to do, and not from any difference of opinion whatever between Gen. Irish and myself respecting any item or charge contained in said bill. I also certify that I had nothing to do in allowing the account of men hired and sent up to me by Gen. Irish.

JOEL WELLINGTON.

At first sight it might be thought that I was here distinctly contradicted by Gen. Wellington. He indeed says that his account was not presented until after the report was printed, but the gist of the charge against Irish is not contradicted, although he says he did not render his bill to him until after his report for that year was printed, for the want of opportunity so to do, and *not from any difference of opinion whatever between Gen. Irish and himself respecting any item or charge contained in said bill.* Yet he does not say but that there was difference of opinion, but only that a difference of opinion was not the cause of the bill not being presented. He also certifies that he had nothing to do in allowing the account of men hired and sent up to him by Gen. Irish. Why so I said too, but was he not asked to have something to do with it? That is the Question?—I will now state what I have understood from good authority, to be the facts relating to this matter, and every one will perceive I have not had opportunity to prove the truth of the statement as that could only be done by gentlemen in the Legislature. While Gen. Irish was before a committee of the Legislature in 1827, he stated that he had not been able to obtain Gen. Wellington's bill and one other in season for his report, to this he was answered by Mr. Pitts of Belgrade, a member of that committee, as follows: "Gen. Wellington is the least excusable of any man for he *knows* that his accounts ought to be here." Mr. Pitts soon after met Gen. Wellington, informed him of Irish's statement and his own answer. Wellington said, "my accounts are ready, but he wishes me to put into my account, the wages of men sent to me by him at a price I was unwilling to pay them, and to take the responsibility on myself."—It will be perceived that this account as now stated is not in any way contradicted by Gen. Wellington's letter. It was not to be expected that Gen. Wellington would wish to interfere in this contest, and he has so worded his letter as to avoid the subject altogether.—Having explained this matter so as, I think, to satisfy every candid mind, I will now for one moment revert to that part of Gen. Irish's

pamphlet which relates to his "vacillating and uncertain course" in relation to trespassers. Gen. Irish does not meet this question. Instead of contradicting my assertions that he settled with the trespasser, "the avowed discovered plunderer;" he publishes a parcel of letters to Mr. Godfrey, Col. Foote and others, indicating too truly, his malice, and thirst for vengeance against the persons implicated in the unfortunate Stillwater affair; and boasts of that as a proof of his vigilance and activity. Of the General's feelings towards those men, I wished for no information; it was but too plainly evinced on every occasion when he had the opportunity to shew it. That affair was the bursting of the storm, but he says not a word about his conduct before. I will here prove it and insert the affidavit of Mr. Daniel Davis, a respectable Merchant and Lumberman of Old-Town, as it goes to prove both that and the following charge.

The undersigned on oath says, that he has been concerned in lumbering on the Penobscot River, more than ten years; that in 1824, Gen. Irish, then recently appointed Land Agent for the State of Maine, gave public notice, that no composition would be made with trespassers upon the public lands; that notwithstanding this notice of the Agent, a number of persons went upon the State's land, and cut timber, and settled with the Agent upon such terms as gave them great advantage over the lumbermen, who purchased permits; inasmuch as it is within the knowledge of the undersigned, that the Agent settled with several persons, who went upon the State's land without license, at the rate of sixty cents per log, when the customary stumpage upon Proprietors' lands, was one fourth part of the logs cut; thereby giving an advantage to the trespasser of about forty cents per log. The undersigned further says that he, with his partner, purchased one sixth part of the half township granted by Massachusetts to Maine as an offset to the grant to Hopkins Academy, at the rate of a dollar and fifty cents per acre; at which rate one half of said half township was sold by Mr. Bean, the grantee of the State; Mr. Bean declaring that he would sell no more at that price. The undersigned, together with his partner procured a permit of William Emerson, Esquire, to cut burnt timber near the Seboois, on the East Branch of Penobscot River, and paid him at the rate of one fifth part of the timber cut. We got out eight hundred and twenty nine logs, scaling four hundred and eighty-one thousand three hundred and fifteen feet: one fifth part of which amounting to 96,263 feet, worth \$7,50 pr M. were delivered to Mr. Emerson, at the boom near his mill at Stillwater.

DANIEL DAVIS.

Penobscot, ss. Feb. 19th, 1828. Sworn to before me.

D. AGRY, *Justice of the Peace.*

By this affidavit it will be perceived that my statement respecting his settling with the trespasser so that he made, so much more money, than the man, the "Honest Lumber Man" who purchased his permits, is proved. I will next take up the sale to Carpenter and Bean. I now extract from the Remarks.

I will, Gentlemen, in the next place, call your attention to the half township, located by Maine, as an offset to the one, granted the Hopkins Academy.

This township, Gen. Irish caused to be located, at the crotch of the Mattawamkeag, being half of No. 3, 3d Range, by the late Mr. Wm. Bean, of Bangor. Previous to the return of Mr. Bean to Bangor, Gen. Irish being applied to, to sell that land, replied that he was not authorised to do so. Immediately on the return of Mr. Bean, he and Col. Carpenter went to Gorham, and purchased the same of Gen. Irish, for 75 cents per acre ; one quarter payable in June, 1827, and the rest, I think, in four annual payments : all the payments were without interest. Now at that time, Gen. Irish was *not* authorised to sell that land ; but excused himself for selling it, and without interest too, on account of the great price he got for it. Yet these gentlemen, immediately on their return, sold one half of the same, for \$1 50 per acre, and could have disposed of the other half at the same rate. The value of this land, for some time before, had been as well known at Bangor, as that of any real estate in the country. If Gen. Irish did not know its value, it shews that he does not give the necessary attention to inform himself, properly to execute the duties of his office ; and if he did know its value, as he ought to have done, he was guilty of a breach of trust, to the State, his employer. Mr. Bean and Col. Carpenter, were not to blame about this ; they knew General Irish's unfitness well enough to know, that some one would speculate out of him ; and while every body was picking here a little, and there a little, it is not to be expected, that they would look on, and not take care of themselves. The fault lies solely, in the incapacity of Irish. By the precipitancy, and folly of the Land Agent in this sale, a loss accrued to the State, of 8265 dollars ; besides the expense of locating. For the right to locate, might have sold at \$1 50 per acre, as that of Hopkins Academy was ; the interest on that sum, would have amounted to about 1500 dollars more, making the whole loss to the State 9765 dollars.

To this the Agent replies (if reply it can be called) in the following *calm, temperate, and gentlemanlike* language.

I return to the pamphlet once more, and will ask the reader's attention one moment to its next prominent topic, which is the sale of a half township, received from Massachusetts, in exchange for the one this State granted the 'Trustees of Hopkins' Academy. It was sold to Col. Carpenter, of Houlton, by Gen. Irish, for 75 cents per acre. "By the precipitancy and folly of the Land Agent, in this sale," says the pamphlet man, p. 8, "a loss accrued to the State, of 8,265 dollars, besides the expense of locating !" What a lamentable blunder in our Land Agent ! "Crucify him ! crucify him !"

But this is not the first time that a yell of this sort has proceeded from that quarter of the State, where, as the pamphlet writer declares, the Land Agent's "conduct can be best estimated," (to suit the sour feelings of disappointed trespassers he should have added.) Complaints for this very sale, as for several other acts alike praise-worthy on the part of General Irish, have been hatched and spread before our Legislatures, to harrass and hector him, and committee after committee have been appointed to hear and consider the grounds on which they were founded, and to report the results of their respective investigations. And what have been their reports ? *Not* a vote of censure upon General Irish, but, in every instance, *a full approbation of every measure adopted and executed by him !* On the 5th February, in the Senate of the last Legislature, an order was introduced for a special inquiry into the subject immediately before us, and the *honorable* Mr. Butman, who was then Senator from Penobscot county, the quarter *which comprises the scene of the Land Agent's operations*, appeared as the champion to conduct the down-

fall of General Irish from office. I am happy to have it in my power to lay before the reader also the result of that committee's investigation into the subject, which was as follows—to wit :

IN SENATE, FEBRUARY 8, 1827.

The Committee on State Lands being instructed to ascertain the circumstances relating to the sale of a half township of land by the Land Agent to Joshua Carpenter, and to report what measures are expedient to be taken thereon, have attended that service and Report that in June, 1820, the Commonwealth of Massachusetts by a Resolve granted to the Trustees of Hopkins Academy, half a township of land, and by another Resolve of 14th February, 1825, authorised the granters to locate said half township upon the undivided land of Massachusetts and Maine, provided Maine consented thereto, and to take some other half township as an equivalent, whereupon the Legislature of Maine, by a Resolve of 25th February, 1825, consented to the location of said lands as provided by said Resolve of Massachusetts, and resolved that they would accept as an equivalent therefor, a like quantity of land of equal value, to be located and made up to this State, from lands belonging to said Commonwealth, at such time, either now or in any future division of undivided lands as may be most convenient to this State. Gen. Irish states that in the fall of 1825, he was at Bangor, and met the Land Agent from Massachusetts and those interested in the Grant to the Trustees of Hopkins Academy, and having ascertained that a location was then about to be made of the Hopkins Academy Grant, under instructions from the Land Agent of Massachusetts, he, Gen. Irish, as Agent of Maine, felt himself authorised, and that it was his duty to cause a half township to be located for Maine as an equivalent for the Hopkins Academy half townships; that he accordingly gave direction to William Bean, to explore and find a half township, equal to the half township taken by the Hopkins Academy, and to locate it for Maine—that while at Bangor, he was enquired of whether he had or not a half township for sale, and replied that he had not, inasmuch as it was not then located, and possibly might not be. He returned to Portland or Gotham, his place of residence, and soon after Mr. Bean came to him with his return and plan of the half township which he had located for Maine. Col. Carpenter, accompanied Mr. Bean, desirous of purchasing this half township, and a bargain was closed for it in November, 1825, at 8,250 dollars, payable \$2062 50, in June, 1827; \$2062 50 in June, 1828; \$2062 50 in June, 1829; \$2062 50 in June, 1830; with interest on said payments, after the time fixed for payment shall expire, for which sum security has been given, and a conveyance of the land has been made by the Agent.

The Committee are not aware that any of the public land, or lands of Proprietors, in the section of the country near to this half township, had before been sold at so high a price as was obtained for this half township, except the half township,\* granted to and located for the Trustees of Hopkins Academy,

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\* I am also happy in being able to lay before the reader the value at which the proprietor estimated the *half township* which Maine gave in exchange for the one sold to Col. Carpenter, at the time Col. Carpenter purchased of our Land Agent the half township in question. In reference to the above report, Col. C. has given me the following piece of satisfactory information, to wit :

“ *Portland, February 12, 1828.*

“ In regard to the half township of land, mentioned in the above Report, granted and located by Massachusetts, for the Trustees of Hopkins Academy, I certify, that I have now in my possession, the letter of the proprietor of it

although it is said, and probably with truth, that one half of the land thus purchased by Carpenter, was soon after sold, for a price equal to what was given for the whole.

The Agent states, that in making this sale and conveyance, he supposed himself authorised by the laws of the State, and that he was promoting the interest of the State by selling the land at the price he did.

The Committee are now, as was expressed in the Report of the committee of the last year, are of the opinion that the Agent had not authority to make this sale, and that if the government intend to sanction it, a resolve should pass to that effect.

The Committee are satisfied that the Agent acted under the belief that he had authority to make the sale, and that he was making a good bargain for the State, and they recommend the passing a Resolve, to ratify and confirm the sale made by Gen. Irish to Col. Carpenter, and they respectfully report the accompanying Resolve.

R. WILLIAMS, *Per Order.*

In this Report we have a satisfactory history of the whole affair, and I need not spend upon it one solitary reflection, as it is calculated to create the same favorable impression towards the Land Agent, in the mind of every candid and unbiassed reader. I therefore pass on to the next charge in the pamphlet, which "relates to the sale of burnt timber."

In this there is no denial of my statement, he dared not contradict it, it is all admitted to be true, the worth of the land is proved by Mr. Davis, who says he purchased a part for \$1 50 per acre, and that Bean refused to sell any more at that rate. But I will go further, and shew that the General had no excuse for his conduct, not even that of *ignorance*. By the accompanying affidavit of Mr. Mark Pettingill, you will perceive he had been offered \$1 per acre for this land before the sale. He then said he had no authority to sell, he found it though, when Carpenter wanted to buy.

I, Mark Pettingill, on oath, declare and say, that some time in the fall of the year 1825, understanding that a half township of land, in lieu of that granted by the State of Massachusetts to Hopkins Academy, was to be sold; and located on the undivided lands, at the discretion of the purchaser, I offered to purchase said half township, at the rate of one dollar per acre. But Gen. Irish refused to treat with me, upon the ground, that he had no authority to sell it.

MARK PETTINGILL.

Penobscot, ss. Feb. 25th, 1828. Sworn to before me.

D. AGRY, *Justice of the Peace.*

And now what think you of a man high in office who can use such language as in the extract is used by him.—"It is not the first time" (he says) "that a yell of that sort has been heard from that quarter of the state.

wherein he offered to sell it to me just before I purchased of Gen. Irish, for sixty-five cents per acre, *on a long credit*, or for a considerable less sum, *cash down*. The same grant was afterwards sold, at seventy-five cents per acre, as Col. Whitney himself informed me this present winter.

JOSHUA CARPENTER."

Ought not this to put the pamphlet writer to shame? I may recommend him to the mercy of the reader.

I seriously ask whether a man possessing such feelings temper and disposition as is here exhibited, as well as all through his pamphlet, is fit to transact public business, can be impartial in any transactions? A child can answer it, it is evident he cannot be. As to his base attack on Mr. Butman, he I trust is able to protect himself, if he is not, let his political friends do it for him, he neither had my vote for the Senate or to go to Congress. He is a man of too much personal and political respectability to allow Gen. Irish to insult him in this manner, with impunity.

And now for the Report of Mr. Williams, I can truly say for once with the General, That "I am happy to have it in my power to lay before the reader also the result of that committee's investigation into the subject." It proves every word that we have stated. The Committee say that he had no right to sell, but thought it best under all circumstances to confirm it. Most truly it was best, a 1-2 township submitted only for one season to the Lumberer's axe, where the business was carried on largely, must lose much of its value. Besides Irish had placed matters in so awkward a situation by the sale, having received the notes in payment, and given a Deed to them, that no other course could well be pursued.

Having proved every assertion I made in the remarks thus far, I now proceed to the Ramsdell affair, and will now prove my statement there.—As the simplest manner to do this, I shall call your attention to a number of affidavits which give a full history of the transactions, proving the truth of my statement in every particular, and will then call the attention of the reader to various parts of the General's remarks on this subject.

I, Asa Davis, of Bangor, Merchant, on oath do say that in August, 1825, I with others bought of a Mr. Whitney, of Calais, the right to locate a half township of Land which was originally granted to *Hopkins Academy*, by the Commonwealth of Massachusetts. Immediately after, I went up river to near the East Branch, and there selected the place for location; on my return, others of the owners thought we had better locate on the Mattawamkeag, as more preferable. By reason of the absence of Mr. Coffin, we could not get a surveyor appointed until about the 18th of October. When Mr. Coffin and Gen. Irish returned from the East, we called on Mr. Coffin to appoint a surveyor; Mr. Coffin wished to refer me to Gen. Irish, but I declined having any thing to do with Gen. Irish if I could avoid it; but Mr. Coffin said I must agree with Gen. Irish as he was interested. This led me to an interview with Gen. Irish. On my first application to Irish, he said I must locate a whole Town and it must be divided; I convinced Irish that the resolves of the Legislature did not require it: Irish then wished the location deferred to some future period. I told him we wished to lumber on our purchase, and therefore the location must be soon; I also stated we had selected a place between the East Branch and Saboois stream, which we should like to take, and requested his consent. He said he could not consent as he did not know as he could find another so good; but as I did not want any thing to do with him, I proposed that he should reserve that for *Maine*, and let us go some-

where else. He said he could not answer me to that until he had seen Mr. Bean. The next day I saw Gen. Irish, and he said he had left the business with Mr. Bean, and I might agree with him. By an arrangement with Mr. Bean, I started up to East Branch about the 23d of October, went where we intended to locate, and found the Timber destroyed by fire. Previous to leaving Bangor we had engaged our Teams to go on Logging. I returned from the East Branch and went on to the West Branch. While I was exploring on the West Branch, two men came to me from the foot of Grindstone falls on the East Branch, they informed me that the Mr. Thompsons who had a permit from Mr. Ramsdell had got by Grindstone falls with their Teams and provisions and had gone up river. This left the men who went under Mr. Ramsdell's permit without knowledge where we should locate.

ASA DAVIS.

Penobscot, ss. Feb. 26, 1828. Personally appeared, Mr. Asa Davis, subscriber to the foregoing affidavit, and made oath that the same is true. Before me.

W. D. WILLIAMSON, *Justice of the Peace.*

I, Charles Ramsdell, of Hallowell, affirm and say, that sometime in the 9th month of 1825, I, with my brother Samuel Ramsdell, purchased one eighth of a half township of land granted by the Legislature of Massachusetts to Hopkins Academy, with the right of locating the same from any of the undivided lands of Massachusetts and Maine, the same containing 11520 acres, with the usual reservation—for which eighth part we paid \$2,042 49 cts. Previous to our purchase, the owners had explored and selected a spot between the East Branch of Penobscot River, and Seboois Stream, and that we had to wait till sometime in the tenth month following, before we could have a surveyor appointed, to locate the land, by reason of the Agent's being on a journey to the St. John's River. I further say, that soon after we purchased the land, I agreed with Elijah Webster and Warren Thompson, to give them a permit to cut timber on the purchase, to supply two teams. That I furnished them with eight oxen, and they procured their own provisions, hay, &c. for the woods. I then agreed with the other owners, in the half township, to have it located as soon as they could have a surveyor appointed for that service. I then left Bangor for Hallowell, and did not return till some time in the 11th month following. I then went to Old Town, and while there, I received information that the location would not be made, on the East Branch, as expected, by reason of the fire having injured the timber; that the teams and goods had got nearly on to the ground before they knew of the fire, or the return of the surveyor. I called on Elijah Webster to inquire what was the situation of his and Thompson's teams: he told me, Thompson with both teams and the goods, had got above the falls on the East Branch. I then said to him if he would let them remain where they were, I would try if I could purchase some of the Burnt Timber for him to haul. I then returned to Bangor, called on J. B. Fiske, and had some conversation with him about the burnt timber; he agreed to write to Gen. Irish on the subject of the purchase of the timber—and we jointly wrote Geo. W. Coffin, the Massachusetts Land Agent. But after waiting two or three days, I concluded that it would take up too much time to make a bargain by letters, and that it would be best for me to go to Gen. Irish, and decide at once what should be done. Accordingly, I took the stage and went to Gorham, told Gen. Irish the situation of the teams and the timber. He said he had been informed of the fire by Wm. Bean, and that he considered it his duty to sell the timber, but could not do so without the consent of the Agent of Massachusetts; that he had written him on the subject, and had no doubt but that the Agent of Massachusetts would consent

to sell the timber. I then told him that if he said the teams must return down the river, they would do so ; that they had been already at great expense, and did not wish to create needless expense by having an officer sent after them. Gen. Irish replied, " I have no doubt we shall sell you the timber, for I am now ready to sell, on my part, but cannot do it without the consent of Mr. Coffin, but have no doubt he will leave it all with me to do as I please about it. If he does, you shall have it, and I shall go immediately to Bangor, and shall sell all of the timber I can, and shall consider your application first, and you shall have what you want at a fair price." I then told him I wished it to be understood that the teams should remain where they were for the present : he replied " there shall be no advantage taken of you—the State will not be guilty of a small thing." I then returned to Bangor and told Webster what I had done, and that if he was careful to cut nothing but burnt timber, there would probably be no difficulty made about it ; and he sent such word to Thompson, as appeared by his (Thompson's) testimony at Court, in my hearing. In a few days after my return, I read a letter from G. W. Coffin, saying that he had authorised Gen. Irish to sell, and he should agree to what Gen. Irish should do about it. [This letter is dated Boston, Nov. 25, 1825, and is copied at the close of this affidavit.] I then concluded the business was settled as to leave to cut, and was expecting Gen. Irish at Bangor, according to his agreement with me, when I was at Gorham ; and after waiting sometime and he did not come, and as I had business up the Mattawamkeag, I went up the river, and while there, I heard there was an officer coming up the river with a large party of men, and that they were going to the East Branch to take the teams before mentioned. I then went with Elijah Webster to meet them, and did so. The officer told us they were going to the East Branch after the teams, that they had other business, but his orders were to go to the East Branch first. I then told Webster he had better go with them and have no disturbance at the camp, but come away peaceably ; that if he did so, I would go to Bangor and procure receipters for the teams ; that he might then go to the Hopkins Academy land, (as it was then located on the West Branch of the Penobscot.) Webster went with the officer, and I went to Bangor and procured receipters for the teams, and went up the river and met the teams at the place appointed : the cattle were then receipted for and left. Thompson and his men went down the river, and I went again to the Mattawamkeag. And further state that I had no knowledge of their intention to return to the East Branch ; I have good reason to believe that they were not at work when found the second time ; but only two men to take care of the oxen and use up their hay and meal, which would otherwise be lost or of no use to any one ; and that they were not within ten or twelve miles of their logging ground, and that they would have hauled no more logs had they been left to use up the hay and meal, as Thompson had left the teams and returned home. Gen. Irish refused any settlement, except by due course of law, although I frequently requested him to do so ; that Webster and Thompson brought down three hundred of the logs ; that the Agent's Deputy took possession of them ; that Webster and Thompson replevied them, and after trial, I paid for the stumpage, as decided by due course of law at the Supreme Judicial Court, holden at Bangor, in the 19th month, 1827 ; the remainder of the logs hauled by Webster and Thompson were sold by the Agent for the benefit of the State.

CHA'S. RAMSDÉLL.

Penobscot, ss. Feb. 27th, 1828. Personally appeared Charles Ramsdell, subscriber to the foregoing affirmation, and declared that the same is true, under the pains and penalties of perjury. Before me.

WM. D. WILLIAMSON, *Justice of the Peace.*



"Boston, 25th Nov. 1825.

"Messrs. James B. Fiske & Charles Ramsdell, &

"Gent.—I received your favor of the 20th instant yesterday. I immediately wrote Gen. Irish, furnishing him with a copy of your letter—and I have authorized him on my part, to make a contract under certain conditions; what his views may be, under these circumstances, I cannot say, but I shall assent to the contract he may make with you.

"I am, with much respect,

"Your ob't. h'bl. servt't.

GEO. W. COFFIN, Land Ag't."

I, J. R. Lumbert, of Bangor, of lawful age, testify and say, that about the last of November or first of December, 1825, Charles Ramsdell called at my house immediately after his return from Gorham, where he had been to see Gen. Irish (as he said.) I asked him if he should be allowed to proceed in logging with his team that had gone up the East Branch of the Penobscot River, where he expected to locate the half township granted to Hopkins Academy. He answered that he had seen Gen. Irish, who assured him that he should not be injured, and that he, Irish, would write to Mr. Coffin the Massachusetts Land Agent, and if he would consent there should be no difficulty about that team, and under the circumstances that his team went to the East Branch, he, Irish, had no doubt Mr. Coffin would consent to their hauling the timber from the burnt Land. I asked Capt. Ramsdell if other teams might not get logs from the burnt Land on the East Branch; he answered, no, if any other teams go on, they will fare hard, unless they have permits from the Land Agents.

J. R. LUMBERT.

Penobscot, ss. Feb. 29, 1828. Sworn to before me.

JACOB MCGAW, *Justice of the Peace.*

Jedediah Herrick, of Hampden, in the County of Penobscot, deposeth and saith, that in October 1825, he went up the River with Mr. Asa Davis and others, Proprietors of an half Township of Land granted to Hopkins' Academy, for the purpose of locating and surveying said half Township, under an appointment from G. W. Coffin, Esq. This affiant had been informed by Mr. Davis, that the Proprietors had selected a tract of Timber land, lying between the East Branch of the Penobscot, and the Seboois, and proceeded to that place for the purpose of making the survey; but found the whole country about the Seboois recently burnt over and the timber destroyed. Mr. Davis then determined to explore the country about the West Branch of the Penobscot, to which place we proceeded—and while at the Grand Falls, were informed that the teams sent out by the Proprietors had proceeded up the East Branch. Mr. Davis took immediate measures to have the teams recalled; but before his messenger reached them, a part of them had gone above the Grindstone Falls, and, as this affiant was informed, had proceeded to the Seboois. A part of the teams returned, and were at Mattanawcook on our return down the River.

Sometime afterwards, the last of November or early in December, this affiant saw Mr. Charles Ramsdell, on his return from Portland, who informed this affiant that he was interested in the Grant to Hopkins' Academy. That his teams had gone to the Seboois, supposing that the location would have

been made there, and that, when he was informed that it had not been done, he had made a journey to Portland to see the Agent.—That he had disclosed the circumstances to Gen. Irish who had assured him that no advantage should be taken of him—he might return and make himself perfectly easy.

In a subsequent conversation with Gen. Irish, in relation to the purchase of the burnt timber, Gen. I. admitted the substance of the abovenamed conversation with Mr. Ramsdell, and intimated that the purchaser of the timber might receive the stumpage which Mr. Ramsdell ought to pay. In the course of this conversation, Gen. I. inquired of this affiant as to the truth of Mr. Ramsdell's statement, and was informed by this affiant of all the facts as above related.

JEDEDIAH HERRICK.

Penobscot, ss. Feb. 22, 1828. Personally appeared Jedediah Herrick, above named, and made oath to the truth of the foregoing affidavit by him.—Subscribed before

DANIEL EMERY, *Justice of the Peace.*

I, Deodat Brastow, of Brewer, in the County of Penobscot and State of Maine, do testify and say, that I was one of the Jurors at the Supreme Judicial Court holden at Bangor, in October last, that tried the action of trespass brought against Charles Ramsdell and others for cutting and hauling logs from the undivided lands of Maine and Massachusetts—General James Irish was sworn as a witness in that action, and testified (in substance) as follows : Viz:—Mr. Ramsdell came to his (Gen. Irish's) house in Gorham, and said that he was one of the purchasers of the *Hopkins' Academy Grant*, so called, and that some teams had gone up the Penobscot River, to cut and haul logs under him (Ramsdell) at the place where it had been agreed by the proprietors of said Grant, to locate their land. Said Ramsdell told said Irish, that a surveyor had preceded said teams for the purpose of running out said *grant*, but that the proprietors found that the timber had then recently been so badly burnt, that it would not answer their purpose, and that they must therefore seek a new place in which to make their location. That said teams had nearly reached the place of their destination, when they received this information, or had arrived so near to it, that there would be a great loss if they should return home. Mr. Ramsdell then proceeded to Gorham to represent the case before stated, and to obtain license from him (Gen. Irish) for said teams to cut and haul some of the burnt timber before mentioned. Gen. Irish further testified that he told Mr. Ramsdell that he had not the authority *alone* to grant the license requested, that such license must be from the agents of *Massachusetts and Maine*, and that he (Gen. Irish) would use his influence to obtain the consent of the Land Agent of Massachusetts, and if he should succeed, (of which he had no doubt) that then Mr. Ramsdell's wishes would be realised. Gen. Irish expressed his fullest confidence in the success of Mr. R's. request, and said there would be no difficulty about it, for the State would not do a small thing.

Gen. Irish further testified that he did write to Mr. Coffin (the Land Agent of Massachusetts) on that subject, and also that he wrote to Doct. Fiske or Messrs. Fiskes and Billings, of Bangor, something, which (I understood) was expected to answer the same purpose as a letter from him to said Ramsdell would have done. Gen. Irish distinctly stated that his consent, expressed as aforesaid to Mr. Ramsdell, and the influence that he would exert with the Land Agent of Massachusetts was predicated upon the condition of the representation made by said Ramsdell being founded in good faith. And Mr. Ramsdell was told by Gen. Irish (at Gorham) that no countenance would be given to a transaction that was not founded in good faith. The reason that Gen. Irish gave for causing a suit to be instituted against Mr. Ramsdell, was,

that *some person* had informed him that Mr. Ramsdell's representations were not true ; but *I think* he said that he had forgotten who gave him such information, and I am *sure* that he did not give the name of his informant, though he was particularly interrogated on that subject.

DEODAT BRASTOW.

Penobscot, ss. Feb. 29, 1923. Personally appearing, Deodat Brastow, made oath to the truth of the foregoing statement by him subscribed, before me.

JACOB MCGAW, *Justice of the Peace.*

A complete history of this affair is now given. I am borne out in every statement respecting it, I made in the "Remarks." The proof is now before the public, under the names of responsible men, who have sworn, or affirmed, to the truth of it. Gen. Irish is here represented as breaking his word—as wilfully, maliciously oppressing a fellow citizen,—and this does not appear, alone from the testimony of Mr. Ramsdell, the party injured, (though such is the respectability of his character, that his affidavit would be sufficient to establish the fact,) but from the evidence of others. The affidavit of Mr. Asa Davis, proves the preliminary steps : those of Mr. Lambert and Gen. Herrick show, that the statement made by Mr. Ramsdell, immediately on his return from Gorham, nearly three months before any difficulty occurred, was the same as it is now. Gen. Herrick goes further, and says, that Irish recognised this conversation, and said to the purchasers of the burnt timber, Mr. Ramsdell was to pay his stumpage. Why this, if Mr. Ramsdell had no license to cut ? But Irish says that Mr. Ramsdell deceived him. How is this ? He enquired of Gen. Herrick, and he informed him that Ramsdell's statement was true. But still further ; Gen. Irish, in the course of a legal investigation, at Bangor, on a cross examination, was forced to acknowledge all Ramsdell says, as is testified by Mr. Brastow, one of the Jurors. Will Gen. Irish doubt the truth of these witnesses ? He dare not do it. The result of the prosecution against Ramsdell, for trespass, was not a verdict such as Irish wished ; but he was adjudged to pay only the usual stumpage. It was well observed, by an officer of the Court, that Gen. Irish was as much on trial, as Mr. Ramsdell was, *and was convicted by his testimony.* But the meanness of the man, is shown in his remarks on this subject, more than any where else. It has ever been, and I trust ever will be, the pride of this State, that all religious persuasions are equally respectable, and equally under the protection of the law. And yet this man has the meanness—may I not justly add, the depravity, to insult Mr. Ramsdell for being a *quaker*. In the first place, (page 19) he says, he "agreed as solemnly as a *quaker* could agree : " again, (in page 21) he says, "*honest quaker* himself : " and again, (page 22,) what is still worse, in his letter to Mr. Coffin, a public officer of another State—he says,

"Ramsdell is a *quaker*, and that is all I know about him. *He may be sly.*" And the man who has the hardihood to insult and abuse his fellow man, for his religious sentiments, has the audacity to approach the altar of his God, and partake of the most solemn sacrament he has ordained. I trust never to reproach any one for his religious sentiments ; but if it be a part of the creed of any professed christians, to treat with contumely, and contempt ; the sincere religious convictions of any man, he is far from being the humble christian, I have supposed to be recommended in the Holy Writ. Such conduct as this, from a public officer, ought forever to exclude him from every place of trust or honor. Prejudices and suspicion, spring up full often enough in every breast, to mar that straight forward course each one ought to pursue. But when a public Agent goes so far, as to suspect a man, solely on account of religious sentiments, as appear by his letter to Mr. Coffin, he ought instantly to be removed. This cause alone, is sufficient. He is a disgrace to the government which employs him. And this feeling of suspicion is still further betrayed. In his letter to Mr. Wood, the day after Mr. Ramsdell called on him, at the very time when he tells Mr. Coffin, "Ramsdell is a *quaker*, and that is all I know about him. *He may be sly.*" In this letter to Mr. Wood, the very next day, he says, "on receiving a letter from Fiske & Billings, I immediately wrote you, I had my doubts whether there was not management." (Why have doubts, General, please explain.) And, again, he says, "as cunning as Ramsdell may be, I think he will get no advantage of *us* ; neither will Fiske and Billings." No, General, you took good care of that ; you gave him encouragement, induced him to go on to the public lands, and then attempted to ruin him. But a Jury of his country, saved him there. But why was all this ? Because he was a *quaker*. Why suspect Messrs. Fiske and Billings ? Why, forsooth, they wrote on behalf of a *quaker*. One subject more, and I have done with the General. The burnt timber. Here the General convicts me of error ; the error in the "Remarks ;" I made use of the word June instead of May ; he chuckles mightily over it. I will not disturb the song of his triumph, but proceed to prove my statements. In the first place, as to the alteration of the advertisements. I insert the advertisement from the Bangor Register of April 13, 1826, as follows :

"*Burnt Timber for Sale.*—The Subscribers give notice that written and sealed Proposals will be received at the Office of Wilmot Wood, Esq. of Bangor, for all the Burnt Timber on land belonging to Maine and Massachusetts, north of the line running west from the monument, and between the east branch of the Penobscot River and Seber's Stream, until the 15.h day of May next, either by the thousand or tracts, at which time they will be opened. And those we consider most for the interest of the States

will be accepted, provided they be such as will warrant us in making a contract. Terms of payment, one third cash at the time of sale, and the remainder in good notes, payable in six and twelve months, with interest.

JAMES IRISH, } *Land Agents for*  
G. W. COFFIN, } *Maine and Massachusetts.*

*Portland, March 24, 1826."*

In the very next paper it is inserted, under the same date, merely taking away the figure 5 from the 15.

The General says "Really, how cunning." I do not know how cunning it was, but I do know, it was very injurious to the interests of the State. But the General says he was induced to do so, by the advice of Mr. Godfrey, the County Attorney. He says, page 27, of his vindication, "By turning back to page 20, where we have given a letter from Mr. Godfrey, to the Land Agent of Massachusetts, a recommendation to sell at an earlier date, with the reason for so doing, will be found coming first from him."—Softly, General, with all due respect, allow me to contradict you, and tell you that he did no such thing. He no where in that letter refers to the sale of burnt timber at all. He does not even mention it. He, indeed, says, "I think it will be best, for the interest of the two States, that their Agents be here early in the next month ;" but no where advises an alteration of the day of sale for the burnt timber. There were enough other things to occupy an Agent's time till the day of sale. I will go further than Mr. Godfrey, and say that the Agent ought to be on the Penobscot nearly all the time, excepting when he goes to Portland, to settle his accounts. He attempts to screen himself from this charge, by taking refuge behind Mr. Coffin, and brings him forward to take the brunt of the battle. But if Mr. Coffin, the Land Agent of Massachusetts, acted wrong, it is no excuse for Gen. Irish, our Agent, that he knew no better than to follow him.

Irish triumphantly asks, "will Maine complain, or censure, or even distrust, where Massachusetts applauds?" We are, according to the General's logic, to have all possible faith in the correctness of our Agent, Gen. Irish, so as even not to *distrust* him, because Massachusetts applauds her Agent, Mr. Coffin. Now, in the first place, they are very different men : Mr. Coffin is a plain, unassuming, gentlemanlike man, whose countenance is always open, like his acts—and who, though liable to error, as all men are, yet convinces you he meant to do right. Irish, on the other hand, is a noisy, self-conceited, pompous, blustering fellow, who seems always in the very act of verifying the fable of the frog, who, endeavoring to attain the size of the ox, swelled, and swelled, until—finally, he burst. But the Agent of Maine is expected, and with reason, to understand these things, better than a man residing at

Boston can ; and all Mr. Coffin says about it is, “ perhaps your advertisement for selling the burnt timber, may be altered to 1st of May, instead of 15th.” So that this, like the letter of Mr. Godfrey, comes to nought ; and the General, after all, must take his share of the blame.

And now as to the sale ! Mr. Coffin, in his letter to Gen. Irish of the 3d of February, 1827, says, “ afterwards Gen. Veazie sent in his proposal. It would not have been accepted, even had it been received in time, as it was *indefinite and clogged with conditions.*” He does not deny that Gen. Veazie offered 75 cents per M.—and in the name of common sense, what conditions could have “ *clogged*” that proposal, to have made it so bad, as the one accepted. They sold for 52 cents for every *merchantable* M. that *should safely arrive at Sunkhaze*, and no more. The contractor was not obliged to pay for any he did not get, *and get there safe*. How was General Veazie’s proposal ? If I understand it right, he offered to pay for *all the burnt timber there was, whether he cut it or not, and whether he got it down or not*. But it was *clogged with conditions*. It is impossible, but the offer must have been better than the one accepted. By selling by the *merchantable* M. the State, instead of realizing the 52 cents per M. get but about 26 cents per M. even for what the contractor chose to cut, and *got safe to Sunkhaze*. Veazie offered 75 cents. Here was a great and serious loss to the State, and Irish cannot shake off his responsibility. The advertisement was altered as I have stated. The sale was made as I have stated. I said that the purchaser was called on, and requested to make proposals ; this is not contradicted. He was informed, as I believe, of the amount that had been offered, 50 cents. He offered 52, on the conditions we have named, and it was accepted. Disguise it as they will, the Land Agents were guilty of something like connivance here. The date of the advertisement was not altered ; its place in the paper was not changed ; the few notices taken by Col. Carpenter up river, could not give notice to those who wish to buy—for they did not live there. But the connivance was, not to make money out of it themselves, but, as one of the Agents said, “ I would rather give this timber away, than that some men should have it.” Now, though this kind of conduct, no doubt, highly gratified the feelings of the Agents, yet it cost much money to the State. This lumber, which cost the contractor 26 cents per M. netted him \$1 50 cents per M. As for example, take the following survey bill :

MAY 30th, 1827.

Scaled from Jeremy Johnson to Davis & Bartlett, 829 Logs hauled on Sebouis E. Branch of Penobscot River containing 481,315—1.5 to William Emerson, Esq. for Stumpage 96,263 feet.

THOMAS BARTLETT, *Surveyor*.

The contractor's share, as shown by the affidavit of Mr. Daniel Davis, and by the above surveyor's certificate, was 1-5, or 95,263 feet. This, Mr. Davis says it was worth, at the contractor's boom at Stillwater, \$7 50 cents per M. making exactly \$1 50 for every M. by the scale, not reckoning merchantable. The amount received for this single team, was therefore \$721 97 cents. There were six teams only, on the land ; but their stumpage, at the same rate, would have amounted to \$4,331 82 cents. All the Agent of Maine has accounted for, is \$263 78 cts. (See report dated January 15, 1828.) Had the State of Maine realized all she ought to have done, instead of this \$263 73, she would have had \$2,665 91. And had the proposals made, been accepted, (to pay for all the burnt timber, even at 50 cents,) it would have come to a much larger sum.

The only notice the General takes of the charge against him of spending money for the two States, and charging it only to Maine, is in his postscript. He there produces a letter from Mr. Bradford, the Secretary of State for Massachusetts, in which he says the Supreme Executive of Massachusetts thinks the subject of the expense attending the undivided lands, a "subject of cognizance by the Commissioners," &c. When and where have the Commissioners of that State, or this, given the General authority to expend this money ? He shows none ; he pretends to none ; and this affair, (a very serious one too) stands just as I stated it.

And now, General, once more ; will you be pleased to inform the public, what has become of the 2000 logs cut on the Kennebec ? You *forgot* them in your pamphlet ; excuse me for reminding you of them.

In answer to my observations, with regard to the impropriety of entrusting such a great amount of State demands, with Gentlemen of the Law, and others, sub-agents, he produces authority to shew that the State approved of his employing attorneys to collect debts, when necessary, and justifying payment of costs when put in suit. Nobody in the world ever doubted this.—If he wishes to collect, he, as State's Agent, can employ an attorney, as any other man can. But he leaves great amounts of demands in these men's hands, which are *not* for collection, which are *not* due. And besides, to allow him all he wants, where does any attorney live, by the name of Daniel Merrill ? The truth is, the property may be safe, but it is *not* where it ought to be, in the *Land Office*.

I understand my friend Col. Carpenter says, the sale made to him was the best Irish ever made. Granted. The General in that case did not get half the land was worth. What then were his other sales. He also inserts a letter from Carpenter, to shew that the Hopkins Academy grant was offered to him, for less than what

Davis and others gave. That the owner of that Grant did not know its value, is no reason why General Irish should be ignorant of the value of lands he had for sale. It was his duty to know it. That Grant, though first sold at 75 cts, was immediately bought at 150 per acre, which was its value, as it was of the Carpenter half township.

I have now taken a rapid, but I trust a satisfactory view of the whole ground, which has been gone over in my remarks, and the General's "Vindication," and I trust no one will hereafter charge me with being a libeller. I am not conscious of having said anything I have not proved. Gen. Irish, (for I wish it to be remarked, I have every where considered him as the author of the "Vindication,") has even called me a "*hireling slanderer, in employ of the trespassers.*" It is not worth while, to bandy words with the man in his employ, who wrote his "vindication," by retorting the same language upon him. But I will say, I wrote the "Remarks," and this "Reply" of my own free will and accord, without the pay, though not without the assistance of others. Gen. Irish complains that the "Remarks" were anonymous; they were so; yet my name was given him, when he requested it. As to this "Reply," as it consists mostly of proof of the "Remarks," no name is necessary. Gen. Irish need not be alarmed at this. If he wishes to commence a prosecution, which he threatened Mr. Bennoch with, he can take his choice of Penobscot County. He can hardly hit upon a man, who will not acknowledge these pamphlets "*ipso facto*;" for every one knows the *whole* truth has not been told. I have not the honor, to be so intimately acquainted with Gov. Lincoln, as "Honestus" assumes to be, yet I have at times met with him; my confidence in him is great, I think not misplaced. He has been frequently on the Penobscot waters, and I believe understands this subject well. I confess I should be disappointed were he to nominate Gen. Irish. I am not conscious of having said any thing which is not true, and therefore feel easy as to the result, be it as it may, knowing that I have done my duty.

BANGOR, March 1st, 1828.

ERRATA.—In the 6th page, 9th line from bottom, for "the *probability* of" read "the *possibility* of" &c. in the 8th page, last line, for "one moment *avert* to" read "one moment *advert* to" &c.