On a hearing of the Commissioner of the Revenue in behalf of the United States and Henry Dearborn Esquire, I am of Opinion, that the contract price of the Segoin Light-House, ought not to be subject to any deduction for the difference in the Stonework of the foundations, nor for the Iron Braces &c.ª relative to the Balcony. My opinion was founded on the following reasons

January 9th 1797

Because it was fully known by the contracting parties at the time of executing the contract that the light-house was to be erected upon a ledge of rocks from which because Genl Dearborn the contractor refused to sign the contract until he had protested against that part which related to the contract binding the foundation all which was reported to the Commissioner & publickly understood by him

As will appear by his letter to me dated Oct 2d. 1795 when speaking on that subject the commissioners observe "The advancement "is conditional and eventual on that point." (referring to the rock) "If the foundation can be "sunk it will be defered: but if it cannot be "done it will be unnecessary from the hardness "of the rock and the cost will be saved to the "Contractor"

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As to the Iron bars for the balcony It being no part of the Contract could not be binding on the Contractor