27th Congress, 3d Session. Rep. No. 78. Ho. of Repr.

GAMALIEL E. SMITH.

[To accompany bill H. R. No. 706.]

JANUARY 20, 1843.

Mr. COWEN, from the Committee of Claims, made the following

REPORT:

The Committee of Claims, to which was referred the petition of Gamaliel E Smith, report:

That this is a claim for work done, under a contract, in the erection of a dwelling-house and light-house on Mount Desert rock, in the State of Maine, situate about fifteen miles from Long island, and in the ocean.

It appears that the petitioner, July 9, 1829, contracted with John Chandler, then collector at Portland, Maine, (who acted on behalf of the United States,) to build a light-house and dwelling-house on Mount Desert rock, and complete it on or before October 15, 1829, for the sum of $1,500. Mr. Smith commenced work on the rock August 10, and, though interrupted and greatly retarded by violent storms, prosecuted his work at the buildings until about the 6th of November, when, in consequence of a severe storm, (having put up and covered the dwelling-house, and there being but about $300 worth of work and materials needed to complete the contract,) he left the rock for that season.

Before discontinuing the work, Mr. Smith made application to the Treasury Department for an extension of his time to fulfil his contract. The Department referred the subject, with instructions, to Mr. Chandler, collector, who made an unfavorable report to the Department, and who refused the extension, and the work was relet to one Joseph Berry, for $2,770. Mr. Smith applied to Congress for relief. His application was before the 24th, 25th, and 26th Congresses. In 1838, a resolution, reported by the Committee of Claims, was adopted by the House, referring the subject to the Solicitor of the Treasury, to ascertain and report the value of the labor performed and materials furnished, under certain restrictions prescribed by the resolution. The Solicitor performed the service required of him by the resolution, and reported in favor of allowing the petitioner $500. This sum was afterwards appropriated and paid. (See report of committee, 1st sess. 24th Cong., 567; 2d sess. 25th Cong., 1,065; 1st sess. 26th Cong., 18; and 10 Laws U. S., 60.)

The petitioner now comes for further and additional relief. The committee have looked into the papers, (consisting of letters and numerous depositions,) and have become satisfied that further relief ought to be granted. The appropriation and payment of $500, as in full for this claim, is a circumstance strongly against the claim. Regarding it in that light, the committee would have resolved any doubts that might have arisen, upon an

the particulars more fully than I have above stated. I am not now able to state so particularly as then.

3d. I knew of said Smith's contract to build a light-house and dwelling-house at Mount Desert rock in the year 1829. Mr. Chandler, the collector of Portland, informed me of the contract aforesaid, employed me to superintend the building of the same, and furnished me with a copy of Mr. Smith's contract.

I was not connected with the said Smith, directly or indirectly, in said contract. I was not to do, and did not do, any work under that contract for said Smith, excepting the little assistance I rendered him, by his request, on the stone work, as above mentioned in my last answer. I was not to furnish, and did not furnish, any materials of any sort to execute, or in preparing to execute, said contract.

4th. I know only by the contract what quantity of mason work was to be done by said Smith, in order to complete said light-house and dwelling-house on said rock; and cannot state the quantity other than as stated in said contract, to which reference may be had for my answer to this part of this interrogatory. It is my opinion that the preparation for and the actual completion of the whole mason work contracted for by the said Smith would be worth two thousand dollars, when done in a good, faithful manner, according to his contract aforesaid. I mean to include in this estimate the blasting out of the cellar, and all the other stone and brick work and masonry.

5th. Answer. I do not know what quantity of mason work was done by said Smith, other than I before stated, respecting the cellar. When I left the rock the last time, which was between the 1st and 5th day of October, 1829, I think no part of the walls of the building were laid up, and part of the cellar wall was then laid, and I think only that part of it which I helped lay. That portion of the cellar wall which I helped lay was laid according to the contract.

6th. I only know by said Smith's contract what quantity of lumber and carpenters' work he was to do, in order to complete the said contract to build said light-house and dwelling-house.

The value of the whole wood work, including lumber and carpenters' work, which was necessary fully to complete said Smith's said contract, I should think, when all completed, according to the terms of said contract, would be worth one thousand dollars, exclusive of the lantern.

7th. To the seventh interrogatory I can only answer, I do not know, having no knowledge or means of knowledge on either of the points embraced in the same.

8th. To the eighth interrogatory, I can only say, I do not know.

9th. I landed on Mount Desert rock about the 22d or 23d of August, 1829, and found Mr. Smith's crew there. There were nine or ten men in all in his crew. I was informed by them at that time that they had been on the rock aforesaid about ten days.

10th. To the 10th, 11th, 12th, and 13th interrogatories, I can only say, I do not know. I cannot say what said Smith did after I left the rock, about the 1st of October, 1829, or what materials were furnished by him after that time.

14th. I think that, if Mr. Smith had gone on to the rock well prepared, with proper tools and materials, and a proper crew, he could have finished his contract within the time specified. I thought that said Smith's crew and tools were not sufficient to enable him to complete his contract. His

examination of the case, against the petitioner. But being fully satisfied that the allowance was not so much as in justice it should have been, they considered it right and proper that the petitioner should have further relief.

Mr. Smith, in his application for an extension of time to complete his contract, proposed to complete it on or before the 20th day of June, 1830. Mr. Berry contracted to complete it on or before the 15th day of July, in the same year, twenty-five days later than the time proposed by Mr. Smith.

The Treasury Department, in deciding upon the application of Mr. Smith, were governed by the facts disclosed in the report of Mr. Chandler to the Department, and an accompanying report of one Lorenzo Towle, who was selected by Mr. Chandler to superintend the building of the light-house, &c. These reports (as is clearly established by the testimony) were erroneous in almost every fact stated. The report of Mr. Towle was dated October 9, 1829. The letter of Mr. Chandler to the Department was dated on the 19th of the same month. Mr. Towle states that he left the rock where the work was to be done on the 3d of October; and Mr. Chandler does not appear to have any other written account of the progress of the work, though it appears from his letter that he had other information.

It is important to have in mind that Towle (upon whose statement, principally, Mr. Smith's application was decided) left the work twelve days before the expiration of the contract time, according to his own statement; and it is probable, at least, from the statements of others, that he left it several days earlier. He reported that he had, agreeably to his contract, attended to the business of superintending the work under Mr. Smith's contract, for which, it seems, he was paid. The testimony shows that he had almost entirely neglected to attend to that business. In his report, he fixes the time of assisting at stoning the cellar on and before the first day of September. The testimony shows that he was on the rock but once afterwards, and then only for a few hours. In his report, Mr. Towle represents that he arrived at the rock on the 23d of August, and left it on the 3d of October; and Mr. Chandler states (as the report of Mr. Towle, if believed, authorized him to do) that he had "kept a man there to superintend the work until the 3d" of October. In the deposition of Mr. Towle, taken in 1838, he says, as near as he could remember, he was on the rock "as much as one half the six weeks," "if not more."

William Daniels, who was a laborer, and remained upon the rock from some days before Towle first went there until Mr. Smith and his company left it in November, says: "Towle came on to the rock after we had begun work several days, and went off with Smith. He came on a few days after, and assisted in stoning part of the cellar, and then went off, and came no more while we were there, except with Mr. Lunt, to get his chest, and went away with him immediately. The time he was with us stoning the cellar would not exceed three or four days."

Israel Lunt, who, it appears, resided on Long island, twenty-one miles from the rock, says: "Towle boarded with me several weeks, in the season of 1829, and made his home at my house at Long island, a distance of twenty-one miles from the rock." "Towle often declared to me that he could not and would not stay on the rock, and was fearful that he would not get his pay for the time he was at Long island. He expressed an anxiety to get to Portland to get his pay."

Towle, as appears from his deposition, was twenty-one years of age in February, 1829. It is upon the statements of this Mr. Towle—young and

crew appeared to be unacquainted with the business. As for materials, Mr. Smith furnished none while I was there, excepting two casks of lime and a small quantity of sand—not enough of the sand to make good mortar of both casks of the lime.

15th. I do not know for what cause the said [Smith] left the said work unfinished; whether he left voluntarily or not, I do not know.

16th. I do not know whether the said Smith did or did not offer to resume and complete his contract.

17th. To the seventeenth interrogatory I will state: I left Mount Desert rock at the time I did, because I became satisfied that it was impossible, or next to impossible, for said Smith to complete his contract, and I thought my services could be of no use as a superintendent. I embraced the opportunity then presented of returning—such opportunities being then unfrequent. I received several letters from General Chandler while I was there; he directed me to leave as soon after the 15th of October as I could. Finding I could be of no use, I left as I did. When I returned, and reported to General Chaneler, the collector, he approbated my course.

The first time I saw Mr. Smith on said rock, I told him that I thought he could not proceed to advantage with his crew and preparations. The first time I saw Mr. Smith on said Mount Desert rock, he arrived in the afternoon, and left the same day, and went with me to Long island. The next and only other time I saw him on said rock, he came and staid not over two hours, and I think not over one hour.

When I left the rock for the last time, as before stated, there were some stone split out, but not enough to build the walls of the buildings contracted to be built by said Smith. There were no bricks there, and no other materials for the wood work or other work, excepting for the stone work before mentioned.

Mr. Smith's crew were short of supplies, and I furnished them from my private supplies. When I left Portland, I took supplies for myself for three months, but I found myself short at the end of one month, having furnished Mr. Smith's crew in part out of the same.

31st. My answer to the thirty-first interrogatory propounded by Gamaliel E. Smith, Esq., is, I am positive that I landed on the rock four times.

32d. At the first time mentioned in this question I think all of Mr. Smith's crew were there on the rock, but at the time I landed with Mr. Lunt there were only three or four of said crew there.

33d. Yes, I think I was; and then found the principal part of Mr. Smith's crew there, as I think.

34th. I am unable to answer this question positively, but, as near as I can remember, I was on as much as one-half of the six weeks before mentioned by me, if not more; my report to General Chandler will show.

35th. I can't say how long; but I boarded with him all the time I was ashore, and not on the rock.

36th. I had no experience in blasting stone before that time; had some experience in splitting stone; and in laying stone I had had five or six years' experience.

37th. I presume the writing is my production, although my name is not to it; I have no objection to having it annexed to this deposition. I think I wrote it and left it in my chest, and that it must have been taken from my chest, as I think I did not leave it any where, excepting locked in my chest. My chest was left in the camp, and the key also, and the

inexperienced, who neglected his business, and hurried to Portland to get his pay for services which he did not perform—that Mr. Smith was denied his application. One of the witnesses expresses the opinion that the absence of the superintendent delayed the work; and Samuel Goodrich says he advised "the crew to leave the work."

At the time that Mr. Chandler wrote to the Department (October 19th) that the work was "scarcely begun," Mr. Smith had, notwithstanding the "unusually boisterous" weather, and the loss of two boats, and delays occasioned thereby, nearly completed his work; and his application to complete it by June 20th, 1830, was rejected, without any allowance for what he had done, and the work relet to Berry, to be completed by the 15th of July, 1830, at $2,770, being $1,270 more than Smith was to have; and this reletting was without advertisement for proposals.

The material statements in the letter of Mr. Chandler of October 19th are, that Mr. Smith appeared "to understand nothing of the work;" that the work was "scarcely begun;" that there was little prospect of his "fulfilling his contract for years, and that the work would never be well done;" that Smith had contracted to do the work much lower than it could be done for; and he, Chandler, doubted his "intention of ever closing the contract, when he put in his proposals," and did not expect he would "do the work as it should be done;" that Smith had "given a great deal of trouble," and would "probably continue to give more."

Turning from this letter to the evidence, it appears that Mr. Smith was an experienced stone mason; that on the 15th day of October, four days before the letter of Mr. Chandler was written, and twelve days after the day on which Mr. Towle says he was on the rock for the last time, "the walls of the cellar were finished, the walls of the house finished, the roof and timber raised and covered, the joiner work in a good state of forwardness, and the materials for finishing all, or mostly all, on the rock." (See the testimony of Jeremiah Duggin, Samuel Goodrich, William Dunnels, Joseph Davis, Ivory Stevens, and Israel B. Lunt.) When Mr. Smith left the work, about November 6th, about $300 would have completed it. The testimony also shows that Mr. Smith had really a good bargain; that the wood work would cost from $500 to $600, the stone work about $400, and the lantern about $350—making, in all, from $1,250 to $1,350. Berry was about six weeks at the work, with fourteen hands, including himself, being five hundred and four days' work.

Notwithstanding these facts, which the testimony makes very certain, the application of Mr. Smith to complete the work for the $1,500, by the 20th of June, was rejected, and the contract given to Mr. Berry, to be completed by the 15th of July, for $2,770, and with the intention of giving Mr. Smith nothing for his work. It is further to be remarked, that neither Mr. Towle nor Mr. Chandler say any thing of the kind of weather, and those unusual storms, which retarded the prosecution of the work.

These remarkable and highly material discrepancies between the statements of Mr. Chandler and Mr. Towle, and facts as shown to exist by the testimony, not only satisfy the committee that great injustice was done to Mr. Smith, in so far as the Department was concerned, under an entire misapprehension of the truth of his case, but that his case was misrepresented, either from improper motives or a culpable ignorance of the truth. A letter, dated Washington, October 14, 1829, from the Treasury Department to Mr. Chandler, informed him that Mr. Smith had applied for an

lock was not broken, but things were taken from the chest, such as provisions. I cannot state the amount of provisions taken from my chest.

LORENZO TOWLE.

On this twenty-ninth day of November, A. D. 1838, the aforesaid deponent was examined, and cautioned, and sworn, agreeably to law, to the deposition aforesaid, by him subscribed, taken by directions from the Solicitor of the Treasury. Gamaliel E. Smith, Esq., was present at the taking, and propounded interrogatories to the witness on cross-examination.

JOSEPH HOWARD, *J. P.*,
And U. S. Dist. Attorney, Maine District.

Deponent's travel, seven miles each way.
Deponent's attendance, two days.

This is the paper alluded to in Lorenzo Towle's deposition:

MOUNT DESERT ROCK, *August* 25, 1829.

DEAR SIR: Not doubting but that you would be glad to hear from me since my arrival on the rock, I will endeavor to inform you that I went on board the cutter about five o'clock the afternoon that I left your house, on the 20th, and arrived at the rock on the 33d. I am now fifteen miles from land, and am seldom exposed to the open ocean on all sides, and my ears continually stunned with the noise of the surf beating against the rocks. Since my arrival here, I have frequently thought of an expression of Selkirk—

> Oh! solitude, where are the charms
> That sages have seen in thy face?

I shall stay here no longer than the return of Mr. Smith, who is now gone to Saco. I can then get a passage to Long island, the nearest land, where there is a good harbor and a comfortable boarding-house; there I can probably get on board some vessel that will bring me to Portland. I cannot stay here, for reasons which I at present forbear to mention.

[Subpœna for summoning before referees.]

CUMBERLAND, ss.—*To Lorenzo Towle:*

You are hereby required, in the name of the State of Maine, to make your appearance before Joseph Howard, appointed and authorized to take testimony in case of the petition of Gamaliel E. Smith, at the office of said Howard, in the county of Cumberland, on Wednesday, November 28th, A. D. 1838, at 2 o'clock in the afternoon, to give evidence of what you know relating to claims made by said Smith for building a light-house on Mount Desert rock, in the United States of America, and then and there to be heard and adjudged. Hereof fail not, &c.

Dated at Portland, the twenty seventh day of November, in the year of our Lord one thousand eight hundred and thirty-eight.

JOSEPH HOWARD.

extension of his time under the contract. This letter of the 14th was answered from Portland, on the 19th of the same month. The time intervening, considering that the letter had to pass from Washington to Portland between the receipt and answer of the letter, afforded no opportunity for Mr. Chandler to acquire any additional information after receiving and before answering it. Certainly the matter did not require such prompt action. It was then too late, according to his own statement, to lay up the wall before the next spring. There is one fact, which is shown by the letter of the collector, which may have had its influence upon the course of proceeding at Portland; that fact is, that Mr. Smith was not a political friend of the administration. However unwilling we may be to believe that political considerations could have influenced the course of a public officer in a matter of the kind, it is difficult to perceive any good reason for stating the fact that Mr. Smith was opposed to the administration, unless it had some influence with the collector, and was expected to have influence elsewhere.

Again: it is represented that Mr. Smith had given a great deal of trouble, without stating wherein; and, from any thing which appears, it is not easy to conjecture in what he could have been so very troublesome. It does not appear that one dollar had been advanced, or that he ever called upon or wrote to Mr. Chandler from the time he commenced the work, until the letter containing the complaint was written. It is not probable that he had given the superintendent, Mr. Towle, any great deal of trouble, as he was but a very short time with him; not more than one or two days.

It is made a question whether the walls made by Smith were such as were required by the contract. This could not have been made a question at the time it was determined to let the contract to Berry at $2,770, rather than let Smith finish it at $1,500, as it was then alleged that but a small part of the wall was made.

Mr. Berry and Reuben McKinney, who assisted in taking down the wall, testify that the wall was not a good one, and that it was not laid in lime mortar. Joseph Berry is the man who took the contract and finished the work. Reuben McKinney was, at the time the wall was taken down, the apprentice of Mr. Berry, and about nineteen years of age.

Three witnesses, who assisted Mr. Smith at the work, (Joseph Davis, Samuel Goodrich, and William Dunnels,) testify that the wall was well laid. The Hon. Mr. Clifford certifies that he is acquainted with Joseph Davis, and that he is "a reputable citizen of Newfield, and fully entitled to credit, and a good judge of rock work."

This conflict in the testimony, upon every principle which can be applied, must preponderate in favor of the supposition that the wall was well made. There are three witnesses testifying that the wall was a good one, and but two against it. The contract had been taken from Mr. Smith, upon the assumption that the wall was not made, not that it was deficient; finding that it was made, the highly advantageous contract (which, with the stone quarried by Smith, and the cellar excavation, must have been worth from $1,200 to $1,500 to Mr. Berry) could hardly have been retained without assuming that the work was defective.

It appears that the house, roof, walls, floor, door and window frames, &c., were all taken down and cleared out of the way "in one day, stone and all, ready to commence on the new building." This was done by fourteen hands—the two witnesses, Berry and McKinney, being of the number. This

[Endorsement on subpœna.]

CUMBERLAND, ss.

I have this day summoned the within-named Towle to appear, as within directed, by reading the within summons to him.

ALEX'R H. PUTNEY.

NOVEMBER 27, 1838.

Travel, $2

Services, 2

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4

Deposition of Reuben McKinney.

1, Reuben McKenney, of Brunswick, in the county of Cumberland, and State of Maine, of lawful age to testify, depose and say, in answer to interrogatories propounded in writing by Joseph Howard, United States district attorney for the Maine district, numbering my answers to correspond with the numbers of the interrogatories propounded:

1. In answer to the first interrogatory: my name is Reuben McKenney; my age is twenty-seven years; I reside in Brunswick aforesaid; and my occupation is that of a mason.

2. I am not acquainted with Gamaliel E. Smith; and I am not now, and never have been, connected with him, directly or indirectly, in any kind of business.

3. I heard by report that said Gamaliel E. Smith had contracted to build a light-house on *Mount Desert rock*, in 1829. At that time I lived in Georgetown, in the county of Lincoln, and State of Maine. I was not directly or indirectly connected with said Smith in said contract; I did no work or labor for said Smith, or under said contract, in executing it, or preparing to execute it; and I did not furnish any materials, of any sort, under that contract, or to the said Smith, in executing or preparing to execute it.

4. I do not know what the said Gamaliel E. Smith's contract was; did not see it; and cannot state what was the value of the work or masonry to be done by him under that contract.

5. I do not know what quantity of masonry was executed by said Smith, on said rock, under his contract, or the value of the same. I do not know how much money he paid for it, or was to pay for it, by the perch or foot. What I do know is, that I was employed by Mr. Joseph Berry, of Georgetown, who contracted to build the dwelling-house and light-house on said Mount Desert rock, after Mr. Smith, before mentioned, had quit his contract, as I was told. I went on to said rock, in the employ of said Berry, in May A. D. 1830, to build the light-house and dwelling-house. There were, in all Mr. Berry's crew of hands, including the overseer, fourteen, I think. When we landed on said rock, we found there, in an unfinished state, a building said to have been erected by said Gamaliel E. Smith, the season before we went there. The cellar was blown out, in part, and stoned up; we blew it out further, and were obliged to take down all the cellar wall, excepting a small portion in the western end of the cellar. The walls of the house we found laid up with a single wall, without mortar. A roof was on the same, boarded and shingled. The walls were studded off and lathed, but not plastered. There were window

was done in 1830, and they testify in 1838. They could have had but little opportunity to inspect the wall. They may not have remembered accurately for eight years. It is more probable that these two witnesses were ignorant of or had forgotten the character of the wall, than that the other three witnesses, who assisted in putting it up, and testified about five years after they did the work, did not know, or had forgotten, what kind of work they had done. The three witnesses had a better chance to know the truth than the two; they had three years less time to forget in; and it is less likely that three men will commit perjury than two. Mr. Lunt, another witness, also examined this work in 1830, the day Berry first arrived at the rock. He says he found it "secure, and nearly finished." In connexion with this, it may be noted, that it is highly improbable that Mr. Smith, who is shown by all the testimony to have done the other parts of the work well, knowing that he could get no pay until the work was examined and approved, would have neglected so important a matter as this.

Another matter, material to the question to be decided, (the cost of a lantern,) becomes a subject of inquiry. Here, again, the testimony is conflicting. Mr. Perry and Mr. McKinney say it would have cost $750. If this were true, Mr. Smith has got as much as should be paid to him. The price to be paid upon the completion of the contract was $1,500. He has received $500. The witnesses concur in estimating the cost of completing the job at the time Mr. Smith left it, in November, 1829, at about $300. The $500 paid, $300 for the work to be done, and $750 for the lantern, would make $1,550, being $50 more than the contract price.

It appears, however, from the testimony of two other witnesses, Thomas Davis and Samuel Goodrich, that the cost of the lantern would not exceed $350; and from their testimony, and the contract and bill of a Mr. Mead, that Mr. Smith had in fact procured one for $350. Here, again, these two witnesses, Messrs. Berry and McKinney, are contradicted by two witnesses and by the fact, shown by the bill of the work and materials, that a lantern cost $400 less than they said it would cost. The committee, believing that the lantern would have cost only $350, and that it was procured for that sum, that it would have cost but $300 to have finished the contract, they charge these two sums, with the $500 paid to the petitioner, which make $1,150, and deduct this sum from the contract price, $1,500, which leaves $350, for which a bill is reported.

Articles of agreement made this ninth day of July, in the year of our Lord one thousand eight hundred and twenty-nine, by and between John Chandler, collector of the customs for the district of Portland and Falmouth, in the State of Maine, and superintendent of light-houses within the State of Maine aforesaid, in behalf of the United States, of the first part; and Gamaliel E. Smith, of Newfield, in the State of Maine aforesaid, Esquire, of the second part:

Witnesseth, That the said Gamaliel E. Smith, for and in consideration of the sum of money hereinafter mentioned, to be paid to the said Gamaliel E. Smith, by the said John Chandler, superintendent as aforesaid, on the part of the said United States, does, for himself, his heirs, executors, and administrators, covenant and agree, to and with the said John Chandler, superintendent as aforesaid, in the manner following, that is to say:

frames put in after the walls had been laid up. There were window sash and doors, and boards for floors, piled up in the building. There were also some boards, and some other lumber and materials, piled out doors, which I supposed had been left by said Smith. There were some lime, white lead, and bricks; but the quantity of the materials I do not recollect, and cannot state. The lime, sash, floor boards, a Mr. Lunt took away in the vessel which landed us; I think Lunt took the bricks also, but am not certain. The house was about thirty-four feet long by twenty feet wide; I think an L for a kitchen, about ten by twelve feet, or twelve by fourteen feet. There was a tower framed on the building, from six to eight feet high, and was boarded, but whether shingled or not I cannot state; it might be shingled. The wood work was done well, but the walls were not done in a workmanlike manner. We took down all the walls of the building to the bottom of the cellar, excepting a small piece of the cellar wall at one end, before mentioned; and, in constructing the light-house, we used none of the materials found there but the stone. None of the wood work or other materials which we found there on our arrival were used by our crew. Such of said materials as were not taken away by said Lunt we left there, piled up, when we quitted, after building the light-house.

The wood work, including the materials of which it was constructed, would have cost, in the situation we found it, from two hundred and seventy-five to three hundred dollars. I should think the whole work there, including all materials, as we found them, *stone, wood, and all*, would have cost eight hundred dollars; but their value I cannot estimate in the situation we found them. If I were to build the house, &c., as contracted for by Mr. Berry, for whom I worked, I should consider that the building, including the materials, in the situation it was when we arrived on the rock, might be worth to me three hundred dollars, in constructing the new light-house. The wood work would have to be taken to pieces when the walls were taken down, and would not be worth much in building anew.

6. I do not know what said Smith's contract was; and the value of the work done by him I cannot state more particularly than in my answer to the last interrogatory.

7. I do not know the quantity of lumber actually used by said Smith, or those in his employ, other than as I have stated in my answer to the fifth interrogatory. I do not know what he paid, or contracted to pay, therefor.

8. I cannot answer the eighth interrogatory in any other manner than before stated by me. I do not know whether Mr. Smith made any other preparations, in lumber or materials, than as I before stated, for building or finishing said light-house and dwelling-house.

9. To the ninth interrogatory I answer, I do not know.

10. I do not know how the light-house and dwelling-house were situated when said Smith left them. When we found them, in May, 1830, their state was as I have described them in my answer to the fifth interrogatory. I never was on Mount Desert rock until May, A. D. 1830.

11. When we went to construct the light-house, in 1830, the building said to have been constructed by said Smith needed to be finished inside, painted inside and out, glazed, plastered—chimneys not built. The walls were not sufficient for a light house. There was no lantern. If the walls had been good, it would have cost one thousand dollars to have put all in

That the said Gamaliel E. Smith will build, finish, and complete, in a good and workmanlike manner, for the said United States, at such place on Mount Desert rock, so called, in the State of Maine aforesaid, as may be designated by the said John Chandler, superintendent as aforesaid, or such other person as he may designate for that purpose, a dwelling-house and light-house of the following materials, dimensions, and description, to wit: The dwelling-house to be built of suitable split undressed stone, forty feet by twenty: one story, eight feet high in the clear: the walls to be twenty-four inches thick; a cellar, seven feet deep, under the whole floor of the house; the walls of which to be twenty-four inches thick, and a drain sunk to lead off the water. All the stone work to be laid in good lime mortar; the sand to be used to be such as has not been wet with salt water, and the mortar to be mixed with fresh water. The roof to be rectangular, eight of the rafters to be eight inches square, and framed to the posts of the tower hereinafter named, which are to be twelve inches square; the lower ends trussed to the beams. The rafters and beams to be secured with iron bars, to run down into the walls of the house four feet, and secured with anchors. The house to be divided into two rooms, with a chimney in the middle, and an entry six feet wide in front of the chimney; a door into each room, and an out door; a fire place in each room, and closets with shelves and doors back of the chimney. Stairs to lead from the entry into the chambers, which are to be partitioned off, one door in each, lathed and plastered, and double floors, planed, and well nailed. The inside walls of the rooms, entry, and ceilings, to be lathed and plastered, double floors, planed, and well nailed; three windows in one room, and two in the other, to contain twenty-four lights each, seven by nine glass, and one window of the same size in each chamber. There are to be cellar doors with hammer dressed stone posts and cap, with stone steps, to enter the cellar from the outside, and an entrance to the cellar, and stairs, from one of the rooms inside; at each end of the cellar to be a window, glazed. Attached to the house is to be a porch or kitchen, to be built of the same kind of stone as the house, fourteen feet by twelve feet in the clear, the walls to be eighteen inches thick: double floors, planed, and well nailed; the walls and ceiling lathed and plastered; one window of twenty-four lights, seven by nine glass, two doors, one to lead into the rooms in the house, and the other outside; a chimney, with an iron crane, trammel, and hooks; on one side an oven of middling size, with an iron door, on the other side a sink with a gutter to lead off the water through the wall, out of the house; the roofs of the house and porch to be covered with good seasoned boards and shingles, the boards to be jointed and halved; all the doors to be four panelled; substantial iron hinges and latches; the outside doors to have strong locks, and hammer dressed stone door sills; all the windows to have suitable shutters, hinges, and fastenings: iron mantelpieces to the fireplaces and oven; chimneys to be collared with sheet lead. Gutters on both sides of the house, with spouts to lead off the water. All the wood work, inside and outside, including floors, to be painted twice over; the walls of the house, porch, and cellar, to be well pointed, and whitewashed twice over. On one end of the house to be an octagon tower of ten feet diameter, to stand on the beams of the house, four of which are to be twelve by fourteen inches, and the residue twelve by eight inches, to rise eight feet above the ridge of the house, and well secured together by girths and braces; the posts to be ten by twelve inches square, and planed; the girths ten by eight

good order, including cost of lantern. The lantern, and glass for the same, would have cost seven hundred and fifty dollars.

12. When we went there, in May, 1830, there were not, in my opinion, materials sufficient to have completed the work or the building.

13. I do not know of any sale or transfer of any materials or work, of said building, to any person, upon any terms.

14. I do not know what prevented Mr. Smith from completing his contract. I do not know what his contract was, or what were the conditions of the same.

15. I do not know from what cause said Smith left his work unfinished; I never heard any cause assigned.

16. I cannot state whether he did or not; I never knew.

17. I never saw Mr. Smith's contract; but I know that the work of the building, exclusive of the wood work, was not done according to the contract made by Mr. Berry, before mentioned. The walls were badly constructed; I could see through both walls at a time. In taking down the roof and beams, some of the walls fell down; some of the piers between the windows fell down, while we were taking down the wood work. It was difficult and dangerous taking off the beams, the walls being so loose and tottering. We cleared all out of our way in one day, stone and all, ready to commence on the new building. We were on the rock about five or six weeks. I think, from the time we started till we returned was about seven weeks, as near as I can recollect. We were ten or twelve days in getting on to the rock. Mr. Berry, the contractor, prepared all his wood work before going on to the rock, all in readiness to finish the building; and he also had all other materials in preparation before going on to the rock.

Answers to interrogatories propounded to the witness by Gamaliel E. Smith, Esq.

18. I cannot recollect whether there was or was not an abutment for a chimney when we went there; but I recollect that we built one.

19. I am sure the body of it was removed, and then saw but very little mortar in it; and what there was was on the outside of the wall.

20. It was about three weeks, as near as I can calculate.

21. From ten to twelve hands; six of them were masons.

22. I do not recollect that there was any left, not blown out by Mr. Berry.

23. I cannot state, certainly, but think they stand on the ledge.

24. I think not.

25. I had worked on stone work two seasons before that time; I mean in laying stone.

26. I can't correctly say: but I think about thirty casks of lime.

27. I cannot correctly state. It was laid in mortar, and might have taken five casks of lime.

28. I was at work with said Berry as an apprentice, and he gave me $50 a season, and found all; and I had the privilege of going to school in the winter seasons. I had worked on a light-house one season before 1830. I have been engaged in building and overseeing the building of light-houses every year since, with the exception of one year; and I have been on to Mount Desert rock three or four times since 1830; and am satisfied that my statements herein made are correct.

inches; the braces of oak, six by four inches; all to be of sound timber, and free from sap. The outside of the tower, above the roof of the house, to be boarded, the edges jointed and halved, collared with sheet lead, and shingled. On the top of the tower to be a deck, eleven and a half feet in diameter, of three-inch planks, free from sap, on which is to be laid tarred sheathing paper, and that covered with copper, thirty-two ounces to the square foot, well secured to the deck with copper nails; in one side of the deck a small scuttle, twenty-four by twenty inches, to enter the lantern; the scuttle door to be made of double boards and covered with copper, same as the deck; the frame and rabbets also to be covered with copper; one window in the upper story of the tower, of twelve lights, seven by nine glass. A sufficient number of steps to lead from the attic chamber of the house to the entrance of the scuttle, with a good hand rail; the stairs and floors to be of two-inch plank, and planed; a scuttle to enter the tower from the chamber. On the top of the tower to be an iron lantern of octagon form, the posts to be one and three-fourths inch square, and to pass through the deck four feet, and secured to the posts with iron bolts, nuts, and screws. The height and diameter of the lantern to be sufficient to admit into each octagon an iron sash, to contain twenty-one lights, twelve by eleven inches: to be glazed with glass of double thickness, from the Boston glass manufactory; the lower tier to be filled with copper; the rabbets of the sashes to be three-quarters of an inch deep. In one of the octagons of the lantern to be an iron framed door, covered with copper, five feet by two in the clear, to shut tight into rabbets, with strong iron hinges and turn button. The top of the lantern to be a dome formed by sixteen iron rafters, concentrating in an iron hoop, five inches wide and nine inches diameter, covered with copper thirty-two ounces to the square foot, which is to come down and rivet into the pieces that form the top of the sashes, which are to be three inches wide. On the dome to be a traversing ventilator, thirty inches long and fifteen inches diameter, on which is to be secured a vane three feet long and twenty inches wide. The ventilator and vane to be framed of iron, and covered with copper. Around the lantern to be an iron railing, the posts of which to be one and three-eighths of an inch square, connected by three iron railings of one inch square; the railing posts to run up parallel with the eaves of the lantern, and the upper railing to be four feet from the deck. The wood work of the tower, the lantern, ventilator, and vane, to be painted twice over—all the iron and copper work, black—the putty on the sashes and wood work, white; there is to be a complete electrical conductor, made from copper, three quarters of an inch diameter, and painted, the points silver, to extend five feet above the vane, and five feet from the house, into the ground a sufficient depth. An out-house five feet by four, to be finished in a proper manner. And the said Gamaliel E. Smith, at his own cost, to furnish all the materials, of every description, for the buildings and finishings, which are to be suitable, and of the first quality. The whole to be built, finished, and completed, in a workmanlike manner, on or before the fifteenth day of October next. The whole to be approved by the superintendent aforesaid, or such person as he may designate for that purpose. And the said superintendent being satisfied, or in case such other person shall be designated, as aforesaid, certifying, that the said buildings are erected, finished, and completed, according to the terms, intent, and meaning of this contract, the said superintendent covenants and agrees, to and with the said Gamaliel E. Smith, to pay to him, the said

29. The cellar was excavated by said Berry, to the extent required by his contract.

30. They were considerably injured, but how much I cannot state. By direction of Mr. Berry, we took down every thing as carefully as we could; but the injury was necessarily such as to render the wood work of little value.

REUBEN McKINNEY.

On this twenty-eighth day of November, A. D. 1838, the aforesaid deponent was examined, and cautioned, and sworn, agreeably to law, to the deposition aforesaid, by him subscribed. Gamaliel E. Smith, Esq., was present at the examination, and propounded cross-interrogatories to the witness.

Taken by direction of the Solicitor of the Treasury.

JOSEPH HOWARD, *J. P.*,
U. S. District Attorney, Maine District.

Deponent's travel, 26 miles each way.
Attendance two days, including evening and delay over night.

CASTINE, *October* 20, 1829.

Mr. Gamaliel E. Smith to Noah Mead, DR.

To 2,814 lbs. of lantern, at 12 cents - - - -	$337 68
To 9¼ lbs. copper rivets, and lightning rods, at 30 cents -	2 85
To 2 bushels of coal, (in August) - - - -	62½
To 2 bbls., at 20 cents - - - - - -	40
	341 55½
Crowbar, hatchets, screws, on the rock - - -	8 45
	350 00

Received the above lantern of Noah Mead, to be delivered to Gamaliel E. Smith, on Mount Desert rock.

DANIEL NEALLEY.

Received pay, by note.

NOAH MEAD.

Attest: R. L. MEAD.

SIR: What money you will pay to John F. Prust, iron merchant, Boston, on my account, his receipt will be as good as cash to me, and I will receive his receipt in pay for your note.

NOAH MEAD.

GAMALIEL E. SMITH, Esq.

Gamaliel E. Smith, or his order or assigns, the sum of one thousand five hundred dollars, for the said dwelling-house, light-house, porch, and out-house, so built, finished, and completed, when they shall thereafter be delivered to the said superintendent, for the said United States. And the said Gamaliel E. Smith, for himself, his heirs, executors, and administrators, does covenant and agree, to and with the said John Chandler, superintendent as aforesaid, well and faithfully to do, perform, and fulfil every thing in this contract, on his part and behalf contained to be done, performed, and fulfilled.

And the said superintendent, for and in behalf of the United States, covenants and agrees, to and with the said Gamaliel E. Smith, to pay to him, or his order or assigns, the said sum of one thousand five hundred dollars, in the manner and upon the conditions aforementioned.

And it is expressly stipulated, that no member of Congress shall be admitted to any share or part of the foregoing contract, or to any benefit to arise therefrom.

In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

GAMALIEL E. SMITH. [L. S.]
JOHN CHANDLER, [L. S.]
Collector and Superintendent of Light-houses in the State of Maine.

Signed, sealed, and delivered, in presence of us—
PETER MERRILL.

Know all men by these presents, that we, Gamaliel E. Smith, of Newfield, in the county of York, and State of Maine, Esquire, as principal, and Israel Piper and Thomas Smith, of said Newfield, as sureties, are held and stand firmly bound unto the United States of America, in the sum of three thousand dollars, to be paid to the said United States on demand, for the payment whereof we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents—sealed with our seals, and dated this ninth day of July, in the year of our Lord one thousand eight hundred and twenty-nine.

The consideration of this obligation is such, that if the above bounden Gamaliel E. Smith, his heirs, executors, or administrators, shall and do, on or before the fifteenth day of October next, well and faithfully erect, finish, and complete, for the said United States, a dwelling-house and light-house, to which is to be attached a porch, and near the same an out-house, on Mount Desert rock, so called, in the State of Maine, of the materials, dimensions, description, and workmanship, particularly named and described in a certain contract of this date, entered into by the said Gamaliel E. Smith with John Chandler, collector of the customs for the district of Portland and Falmouth, and superintendent of light-houses within the State of Maine, and deliver to the said superintendent the buildings so erected, finished, and completed, in the manner described in said contract, and within the time therein mentioned; and also shall account to the said superintendent for all moneys which may be advanced or paid to him, the said

On the top of the tower to be an iron lantern of octagon form; the posts to be one and three-fourths inch square, and to pass through the deck four feet; and secured to the posts with iron bolts, nuts, and screws; the height and diameter of the lantern to be sufficient to admit into each octagon an iron sash, to contain twenty-one lights, twelve by eleven inches, to be glazed with glass of double thickness from the Boston glass manufactory, the lower tier to be filled with copper—the rabbets of the sashes to be three-quarters of an inch deep; in one of the octagons of the lantern to be an iron-framed door, covered with copper, five feet by two in the clear, to shut tight into the rabbets, with iron hinges and turn button; the top of the lantern to be a dome, framed with sixteen iron rafters, concentrating in an iron hoop five inches wide and nine in diameter, covered with copper thirty-two ounces to the square foot, which is to come down and rivet into the pieces that form the top of the sashes, which are to be three inches wide. On the top of the dome is to be a traversing ventilator, thirty inches long and fifteen inches diameter, in which is to be secured a vane, three feet long and twenty inches wide—the ventilator and vane to be framed of iron and covered with copper. Around the lantern to be an iron railing, the posts of which to be one and three-eighths inch square, connected by three iron railings of iron one inch square—the railing to run up parallel with the eaves of the lantern, and the upper railing to be four feet from the deck.

1. What would a lantern of the above description have cost on Mount Desert rock in the fall of 1829?

2. If you saw the lantern procured by Mr. Smith in 1829, state whether it was such as is above described, and if you know how much it cost him.

5. Did you ever see Noah Mead write; and, if so, is the signature of his name to the writings hereto attached his handwriting?

4. Do you know that Mr. Smith procured a lantern from Noah Mead?

I, Samuel Goodrich, of Newfield, in the county of York and State of Maine, of lawful age do testify and say, that, in the year 1829, I was hired by Gamaliel E. Smith to go down on Mount Desert rock, and labor for him in building a light-house on said rock—that I started from home the first of August, and arrived on said rock on or about the middle of said month, year 1829, and labored for said Smith about three months. I left Mount Desert rock, and returned home, on or about the fifth of November following. I am by trade a blacksmith, and had completed my apprenticeship at my trade berore I was employed by said Smith in 1829. During the time I was on the rock, I was employed in repairing and sharpening tools, splitting stone, and building the walls of the light-house. I also assisted in making lime mortar, under the direction of Mr. Towle, a Government agent, who was present to oversee and direct in the work.

In answer to the 1st interrogatory on the annexed paper, (No. 4,) I will answer, that it was my opinion then, and is now, that I could have made the lantern, in 1829, for two hundred and seventy-five dollars, agreeably to the description therein contained.

Answer to interrogatory 2d, paper No. 4.—I saw the lantern purchased by Smith aforesaid in 1829. It was brought by Mr. Smith's vessel on the rock, and a young man named Hatch, an apprentice of Noah Mead, of whom Smith purchased the lantern, came with it to set it up and copper it. I cannot now tell, it has been so long, whether this lantern was pre-

Gamaliel E. Smith, on account of said contract, then this obligation to be void, otherwise to remain in full force and virtue.

GAMALIEL E. SMITH. [L. s.]
ISRAEL PIPER. [L. s.]
THOMAS SMITH. [L. s.]

Signed, sealed, and delivered, in the presence of us—
A. NICHOLS, to the signature of Gamaliel E. Smith.

PARSONSFIELD, *July* 20, 1829.

SIR: I have seen a bond, executed by Gamaliel E. Smith, Israel Piper, and Thomas Smith, to secure the erection of a light-house on Mount Desert rock, and am of opinion that it is sufficient to ensure the accomplishment of that object. Yours, &c.

RUFUS McINTIRE.

Gen. JOHN CHANDLER.

PARSONSFIELD, *July* 25, 1829.

DEAR SIR: In answer to yours of the 21st instant, this day received, I say that I did not see Gamaliel E. Smith, or either of his sureties, sign the bond, the sufficiency of which I certified. Mr. Smith had previously inquired of me what names would be satisfactory, and I named several persons in his vicinity, and those on the bond among the rest. He brought the bond to me in the evening, when on his way to Portland; not doubting the genuineness of the signatures, I wrote you the line to which you refer. I suggested to him, however, that he had better get the signatures witnessed, as it might create delay; but he said he was on his way down, and it would not be convenient.

What I intended to express an opinion about was the *sufficiency* of the *persons* whose signatures appeared to the bond; and, though I supposed them genuine, I did not intend to express any opinion on that subject, though I certainly should not have written you the line if I had entertained any doubt on the matter.

Yours, respectfully,

RUFUS McINTIRE.

Gen. JOHN CHANDLER.

N. B. I am not sufficiently acquainted with the signatures to the bond, nor examined them with sufficient scrutiny; if I was to give any decided opinion, other than a presumption, that Smith would not offer other than a genuine bond, and from some general impression of the signatures of the sureties.

I, J. A. Chandler, administrator on the estate of John Chandler, late collector of the customs for the district of Portland and Falmouth, and superintendent of light-houses for the State of Maine, certify that I find among

cisely, in every particular, like the annexed description; but I was at Castine, and present when the agreement was made between Smith and Mead; and the agreement between them was, that it should be made according to Smith's contract with Government, and I think this was as near the annexed description as it could be made. The lantern cost, from present recollection, between three hundred and three hundred and fifty dollars.

Answer to interrogatory 3d, paper No. 4.—I have no recollection of ever seeing Noah Mead write.

Answer to interrogatory 4th, paper No. 4.— I do know that Smith aforesaid purchased a lantern of Noah Mead, and I believe the annexed bill of the lantern to be a correct and true bill.

I further say that I examined a lantern near Castine, (at Dice's head, I think,) and that the one furnished by Mr. Smith was equally as good as that. I went to see that lantern, to examine it particularly, as I had an idea of making one for Smith myself. I saw that in August, 1829, just before I went to Mount Desert rock. Smith afterwards concluded to contract with Mead, which he did, and the lantern was brought to the rock, and the copper and glass were there, in readiness to put on it. We left the lantern at Mr. Lunt's, on Long island.

I further say, that the chance for furnishing stone for the walls of the building was good; and so handily were they obtained, that, in my opinion, it would have been a profitable job to build the cellar and walls of the house for four hundred dollars.

The walls of the building were laid in lime mortar, in a firm and substantial manner, and under the direction of the Government agent, Mr. Towle.

SAMUEL GOODRICH.

YORK, *ss:*

The above Samuel Goodrich made solemn oath that the foregoing statement by him subscribed is true. Before me,

SAMUEL C. ADAMS,
Justice of the Peace.

NEWFIELD, MAINE, *January* 5, 1842.

I certify that the above Samuel Goodrich is my neighbor; that I have been personally acquainted with him for ten years past; that he is a credible witness; and that I have no doubt of the truth of the foregoing statement.

SAMUEL C. ADAMS.

Deposition of Esaias Preble.

I, Esaias Preble, of Kittery, in the county of York, and State of Maine, depose and say, that I was appointed keeper of the light-house on Mount Desert rock, in the State of Maine, in the year of our Lord eighteen hundred and thirty; that I arrived there about the tenth day of August, of that year; that I found there two men, said to be a part of the crew of Joseph Berry, at that time, who had been engaged in erecting a light-house and dwelling-house, being one building.

At the time of my landing on said rock there was no appearance of broken stone and lime, as the ruins of a former building; but there was a

quantity of broken timber and lumber, having the appearance of having been a part of a building, lying about said house.

The cellar was excavated to a full depth in the westerly part, and about the abutment on which the chimney stands, which is the centre of the house; but, under the eastern room, at least one-half was, at the said time of landing there, a natural ledge, on which stands the wall of the eastern part of the house.

There being no drain to the cellar, I opened one by order of the superintendent of light-houses, from whom I received my pay.

ESAIAS PREBLE.

STATE OF MAINE, YORK, *ss:*

Then Esaias Preble, of Kittery, personally appearing, subscribed and made oath in due form of law to the truth of the foregoing certificate, before me.

in testimony whereof, I have hereunto set my hand and seal of
[L. S.] office, this fifteenth day of June, in the year of our Lord one thousand eight hundred and forty-one.

JOHN L. LAURANCE,
Notary Public.

It is agreed, between Noah Mead and Gamaliel E. Smith, that said Noah Mead shall build a lantern for the light house building on Mount Desert rock, to be delivered at Mead's shop, in Castine, for 12 cents per pound for each pound of said lantern; said lantern to be built after the same manner of lantern on Dice's head, with a slight variation in sizes of iron; said lantern to be completed on or before the sixth day of October next.

NOAH MEAD.
GAMALIEL E. SMITH.

The above lantern is the same referred to in Mr. Lunt's deposition.

Deposition of Thomas Davis.

I, Thomas Davis, of Newfield, in the county of York, and State of Maine, of lawful age, do depose and say: That I was employed by Gamaliel E. Smith, in the autumn of 1829, to go to Mount Desert rock, and labor for him in building a light-house. I went, I think, in September, and remained there about two months. I was at work while there digging the cellar, splitting rocks, and laying up the walls of the light-house.

Question by justice. Do you know whether Gamaliel E. Smith procured a lantern for the light-house, or not?

Answer. Mr. Smith obtained a lantern, I understood, from Castine, of a Mr. Mead. Mr. Hatch, a man whom I understood to be employed by Mr. Mead, came in Mr. Smith's vessel, while I was there, to set it up and copper it.

Question by same. Have you ever seen any other lanterns besides this?

Answer. I never saw any other.

Question by same. What kind of a wall did Mr. Smith build for the light-house on Mount Desert rock?

the papers of said John Chandler the original bond and the two letters from Rufus McIntire, the foregoing of which I find, on examination, to be true and correct copies.

J. A. CHANDLER,
Administrator on estate of John Chandler.

To whom this may concern:

This may certify that the weather has been unusually boisterous in this region through a part of the months of September and October last; that great losses have been occasioned, and business has been much affected thereby.

SAMUEL AYER,
Surveyor of the Port of Eastport, Passamaquoddy.
HENRY D. HUNTER,
Captain United States Revenue Cutter.
J. D. WESTON,
Deputy Collector.

EASTPORT, *November* 28, 1829.

Deposition of Jeremiah Durgin.

I, Jeremiah Durgin, of Newfield, in the county of York, and State of Maine, testify and say, that I was one of the crew employed by Gamaliel E. Smith to build a light-house on Mount Desert rock in 1829; that I assisted in landing a frame, prepared under the direction of Winthrop Hill, on said Mount Desert rock, and in placing it where it was intended.

Question by Gamaliel E. Smith. What was the condition of the work and the prospect of finishing the building on the 15th of October, 1829?

Answer. According to my best recollection, the walls of the cellar were finished, the walls of the house finished, the roof and tower raised and covered, the joiner work in a good state of forwardness, and the materials for finishing all or mostly on the rock.

JEREMIAH DURGIN.

YORK, *ss:*

Personally appeared the above-named Jeremiah Durgin, and made oath that the above instrument, by him subscribed, is true. Before me,

STEPHEN PIPER,
Justice of the Peace for the County of York.

JANUARY 21, A. D. 1835.

Deposition of Winthrop Hill.

I, Winthrop Hill, of Newfield, in the county of York, and State of Maine, testify and say, that I was engaged by Gamaliel E. Smith, in 1829, to prepare a frame roof and tower, for a light-house on Mount Desert rock; that

I had for my guide the proposals as published in the papers by General John Chandler, superintendent of light houses in Maine; and that, as master carpenter, I prepared said work according to the specifications of said proposals, according to my best judgment.

WINTHROP HILL.

York, ss:

Personally appeared the above-named Winthrop Hill, and made oath that the above instrument, by him subscribed, is true. Before me,

STEPHEN PIPER,

Justice of the Peace for the County of York.

January 21, 1835.

State of Maine, County of York, ss:

I, Jeremiah Bradbury, clerk of the judicial court for said county of York, certify that Stephen Piper, above named, was, at the above date, a justice of the peace within said county; and that the above signatures, purporting to be his, are genuine.

In testimony whereof, I hereunto set my name and affix my official seal, [L. S.] this 3d day of May, A. D. 1836.

JEREMIAH BRADBURY, *Clerk.*

Deposition of Ivory Stevens.

I, Ivory Stevens, of Newfield, in the county of York, and State of Maine, mechanic, do hereby testify and say, that I was employed by Gamaliel E. Smith, in the fall of 1829, as master carpenter and joiner, to complete a light-house and dwelling-house on Mount Desert rock; that some time in the latter part of September I went to Saco, and was directed by said Smith to select such materials as were suitable for finishing the wood work; that I proceeded accordingly. We proceeded and put on board a vessel the frame for the roof and tower, together with the lumber and other materials necessary for completing the work; and I, with others employed in the work, went on board the same vessel, and landed some time in the first week of October. We proceeded forthwith in preparing the wood work, while said Smith, with another crew, was laying the walls of the house. As soon as the stone work was ready, we placed the roof and tower thereon, and boarded and shingled the same; and, after securing it against the weather, we left the rock, and returned home.

Question by Gamaliel E. Smith. Was there any agent of the Government on the rock while you were there, to direct the work?

Answer. No.

Question by same. What was the condition of the work on the 15th of October?

Answer. The stone work was done; the roof and tower were raised, boarded, and shingled; the door casings were made, and ready to put together; the window frames were made and placed; the sash was made; the floor boards were planed and ready; the mouldings were made, and the sleepers and under floors laid.