Villeroi De ell
325 Pine Street
Philadelphia

Bureau of Yards & Docks.
1 February 1862.

Your letter of the 31st ult has been rec'd.

The Bureau will endeavour to have funds forwarded to pay your bills thus far approved. The Bureau fears your plan will not succeed - It was regarded a doubtful experiment, but one which

merited warrant the expense of a trial.

The Contractor should furnish you with all you require, or give up the enterprise at once.

Respectfully
Your obt Svt
Jos. Smith

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Respectfully
Your obt Svt
Jos. Smith

rec.d 4 Feb

63

C. N. W. R.

Private.

Philadelphia Feb 3d 1862

Comd Joseph Smith

Dear Sir

As I wrote you several days ago, on the morning of the receipt of your Telegraph, I had the Propeller at the waters edge, fully expecting to launch it that Day. Mr De Veleroi however countermanded the orders, and insisted on certain modifications being previously made, namely that the wings or guards - which were riveted on must be taken off and put on with hinges, to enable him to raise them in order to back water.

This with some additional orders will be executed to day - and from this evening as I and the Contractors under me have then performed further duty on part, the sole responsibility of any further delay will rest exclusively upon Mr De Veleroi.

I think if you were to convey to him an intimation that he will not receive the pay for himself and Crew unless the boat is accepted by the Department And not until it is accepted

it would expedite matters - that his boy
bills were sent - under the impression that the
boat - would by that time be ready and tested,
based upon my statement to you personally
of the time then required, which was upon
Mr de Villeroi's authorization &c.

I think you will understand me,
and not suppose my confidence in the
ability - of the boat - at - all shaken -
but the inventor has been suffering with
a very bad cold for some time, which
may create a repugnance in him to oper
ate this severe weather. And at any rate
I think the hint - could do no harm.

Yours very respy &c

D Martin Thomas

P.S. Yours of May 31 came to hand this
morning

M. T.

Bureau of Yards & Docks.
5 February 1862.

Martin Thomas
Philada - Pa

Your letter of the 3d inst.
has been received.

The Bureau is disappointed in not having the Propeller transported to old Point by the Rhode Island - Another opportunity may not occur for some time.

The Department will decline to receive the boat until further arrangements are made, if at all, and will make no further advances to Mr. De Villeroi on account of the crew, until after the Boat shall have been tested and secured at the place which may be assigned for its operations.

Respectfully
Yr. obt. Svt
Jos. Smith

Bureau of Yards & Docks
6 February 1862

Le Villeroi Esq.
1325 Pine Street
Philadelphia

No further payments will be made to you or your crew until after the Propeller shall have been transported to the place appointed for her operations, and she shall have been satisfactorily tested.

The delay in her completion has prevented the Government from transporting and employing her when and where it was originally designed she should be used.

Respectfully
Jr. Lieut.
Jos. Smith

181

Bureau of Yards & Docks.
8. February 1862.

Thomas Martin
Philadelphia Pa

Your letter of the 7 inst.
has been received.

I cannot consistently stop the
payment of bills already approved for
services rendered, but I have notified
M. De Villeroi that no further payment
will be made until the Propeller is
completed and tested

Respectfully
Your Obt. Svt
Jos. Smith

Rec.d 15- Feb.

C. N. W. R.

Philadelphia Febr. 14th 1862.

Commodore Joseph Smith.

Sir,

The propeller is finished and ready to be put in the water. You must not take the effect for the cause. I have made use of the delay to correct several accessary pieces, and to give the boat two coats of paint inside and outside. This work might have been done just as well elsewhere than in Philadelphia, if the last opportunity had been used. But I had not confidence enough in the promise of the contractor to allow the machine to be taken from the workshop, without having in my possession <u>all the complement</u>, according to your instructions. And I have done right, for to the present day I am waiting for the principal things of the interior; not only, but they avoid the quality and quantity of the things. The indiscretion has been carried even so far, as to go to some professors, indicating my secret means, to know, whether it could be done more economically. This manner of acting is unworthy of a good American

But contractors of that nature look only to one thing in their contract, and that is to have the largest possible sum left to be pocketed. For all the rest they care little. But in my threefold position of inventor, superintendent and commander of the boat I cannot enter into such consideration and I must let slip unnoticed the threats as well as the fine promises.

According to your last very positive instructions the contractor is to furnish me all I need for the complement of the boat, or is to remit his contract to another. I think it necessary to come to that, in order to come to an end, and charge Mr. Raffy or any other solvable person to take all the bills to his account. The amount will be far from the granted sum of fourteen thousand dollars.

All the objects I require can be found ready made at the merchants, but it is necessary to pay ok inspire them with sufficient confidence to get them without money. Those objects are: two hydraulic jacks, a compass, a telescope giving the distances, two pieces of platina or silver, a chest and some tools ect. – The torpedos have been commenced a fortnight ago, but are not finished yet. Also the

complement of the ballast of lead is needed.

As to the doubt in the success of that new weapon I beg you not to share it. Doubt is always the first thing, that is thrown on anything that seems extraordinary For instance the steam navigation, the railroads, the electric telegraph ect. ect.

Expecting your orders on the above I have the honor to be

Respectfully

Your obedient servant

Pierre Hood 1395 — De Lhomond

P.S. Having been informed of some evil design against the propeller, when it will be in the water, I beg you, Commodore, to authorize me to put it in safety in one of the basins of the Navy Yard until its departure.

Bureau of Yards & Docks
15 February 1862

To Killaroi gll
1325 Penn Lt
Philadelphia

Your letter of the 14th instant has been received.

I regret that the failure of the Contractor to supply your wants has occasioned the delay which may prevent the employment of the boat as originally intended — The opportunity to use her having passed she will not be required until another occasion offers.

You were employed to superintend and use the boat, under the contract with Clark Thomas, during the pleasure of the Government. The Contractor failed to furnish the boat at the time agreed upon, and its acceptance is a matter for a new arrangement, if she shall hereafter be required by the Government.

Respectfully
Yr. obt. Servt.
Chief Engr.

W. L. Hirst
24. February 1862.
Villeroi Propeller -
-accepting -

Files :-
up to Villeroi
Trouble —

C. N. A. R. 102

Phil[a] Feb. 24. 1862

Commodore Joseph Smith
Chief of Bureau &c &c
Dear Sir

I regret very
deeply the complications involving
Mr Thomas' Propeller affair, but I
am perfectly satisfied, and personally
assure you that he has not caused
nor is he responsible for, them. He
has in good faith struggled, with
great patience and astonishing for-
bearance, to avoid & surmount
them.

I am told that you are
to be written to, to order Messrs
Levy & Neafie (the Machinists who
are building the hull) to furnish
the Screws &c demanded by Mr.
Villeroi; and the information is
conveyed to me by Mr Poholt who

with an apprehension that this movement is somehow to be connected with a scheme to induce you to entertain an application to supersede Mr Thomas in the contract at the very time when it is ready for consummation. I very soon, & rather indignantly, disabused Mr Patrett of the notion that you could for one moment, regard such an attempt.

The boat is now completed, & can be launched at any moment. I would respectfully suggest that the launching be ordered forthwith — the boat transfered to its destination, — & that you, or any Engineer under your direction, may there necessary, can be furnished in an hour. Mr de Villeneuve will doubtless, attend your Orders, to repair there, under the penalty the contract contemplates, of the Government with them, immediately, possession of a power that I have taken great trouble, as a citizen and your friend, to place in your hands.

I hold the sealed statement of the Inventor, ready to be transmitted to you, whenever you desire

Respectfully Yours
W Steiss

rec.d 27 Feb.

Philadelphia February 25th 1862.

107

Commodore Joseph Smith.

Sir,

On attack of cholera from which I suffered these last two weeks has prevented me from answering your letter of the 6th inst.

In this letter you tell me that, being superintendant of the object of Mr. Thomas' contract, the latter having failed to fulfil his engagement, the contract is broken, and that causes the suspension of my functions until further orders.

In every state of things my service as superintendant ought to cease with the construction of the propellor, but my nomination as chief engineer retains me in the service of the government and does not render me subordinate to the chances of a bankrupt contractor. I have besides an other title, that cannot be mistaken, that of inventor of the system.

The contract being broken not only by the expiration of the time, but also by the incapacity of furnishing the complement for

the propeller, consequently there is no more contractor; then there is one thing to be done in order to come to an end in 24 hours: that is to authorize the constructors Mess. Neaffy & Levy to furnish the complement that I require these last two months for the propeller. These gentlemen only wait for your approbation to complete the whole (see enclosed their letter on that subject). The remainder of the sum appointed for the construction, after all the bills are paid, could be used for the expenses of the crew.

By these means the propeller will be ready at all events for departure. In the contrary case it would happen as on the last occasion: at the moment of departure nothing would be ready.

Hereafter if the gouvernement thinks proper to make new conditions, it is with me alone they ought to take place. Besides I know sufficiently your uprightness that I accept in adoance all those you shall present me. I do not wish that a person that takes advantage of others should be between the gouvernement and me.

As to my crew that consists at present of 19 men I allow myself an observation that will not escape your justice. On board of a vessel the pay of the crew can be

delayed or even suppressed without that the men suffer from it, for they receive clothes, lodging, board, washing ect. they get even tobacco and brandy. But if my men are not paid <u>regularly</u>, how can they obtain clothes, lodging, board, washing ect.? — It is consequently indispensible to make an exception for 20 men, who are not in common service.

Expecting your orders, Commodore, I have the honor to be

Respectfully

your obedient servant

De Villiers

Pine Street 1325.

Respected Sir

If we get the order from Commodore Smith to furnish You with whatever You may desire for the Completion of the Submerged Boat and he will see us paid we will furnish You with what You may need

Respectfully

Neafie & Levy

B. Mellersi, Esq
Present

Bureau of Yards & Docks.
26 February 1862.

as Martin
Philadelphia

Your Submarine Propeller having
een delayed so far beyond the time stipulated for
completion, and as it was not forthcoming when
most wanted, the Department doubted the
propriety of paying for it. — If however you
ill procure from the inventor, Superintendent
nd operator, a certificate that the boat is
mplete and in all respects ready for operation
ecording to his plan and is satisfactory to
im, and you will deliver her at Fortress
onroe to the Commanding Naval officer,
ith the inventor and his crew ready to
erate within ten days, the boat shall
en be tested, and if she proves satisfac-
ily the Department will pay for her with
l the appurtenances complete for operation
e price stipulated in the Contract, upon
ur delivering to me according to agree-
ent, to be kept sealed until after certain
rformance of the boat or the death, dis-
bility or dereliction of the inventor, the
her deposited with Mr. Hurst describing
ly the invention.

The pay of the inventor and his crew
commence again as soon as the boat
ll have been received.

Respectfully
Pro. Sec.
Gen. Smith

Bureau of Yards & Docks
26 February 1862

Thomas Martin
Philadelphia

Your Submarine Propeller having been delayed so far beyond the time stipulated for its completion, and as it was not forthcoming when most wanted, the Department doubted the propriety of paying for it. — Whereupon you will procure from the inventor, superintendent and operator, a certificate that the boat is complete and in all respects ready for operation according to his plan and is satisfactory to him, and you will deliver her at Fortress Monroe to the Commanding Naval officer, with the inventor and his crew ready to operate within ten days, the boat shall then be tested, and if she meets satisfactorily the Department will pay for her with all the appurtenances complete for operation the price stipulated in the Contract, upon your delivering to me according to agreement, to be kept sealed until after certain performance of the boat or the death, disability or dereliction of the inventor, the paper deposited with Mr. Hirst describing fully the invention.

The pay of the inventor and his crew to commence again as soon as the boat shall have been received.

Respectfully
Pro. Q. Gen.
Jos. Smith

De Villeroi M.
1325 Pine St
Philadelphia

Bureau of Yards & Docks.
27 February 1862.

C. N. W. R.

Your letter of the 25th inst. has been received, and I regret to hear of your severe illness.

Your connection with Mr. Thomas and the Government of the U. S. is somewhat novel, rendered so by the peculiar circumstances of the case. You as the inventor of a Sub-marine boat were first employed by Mr. Thomas, who afterwards contracted with the Government to do certain things in the successful performance of which you are to share the profits. You were appointed, under the Contract with Mr. Thomas, Superintendent of the construction of the boat on the part of the U. States, at a fixed Salary. The time has elapsed

for the completion of the boat and the Contract is forfeited. You now decline, as I learn, to give a certificate of the completion of the boat, because the Contractor demurs to furnishing a quantity of costly material which the chemists say is unnecessary.

Under these circumstances, the Government has declined to receive the boat and consequently stopped further expenditures for superintendence and labor, and cannot proceed further until you and the Contractor come to some terms for completing and delivering the vessel.

The Department has no control over the builders Mssrs Sofie & Levy, and do not know them or the Contract.

Now, if the Contractor will deliver the boat at Fortress Monroe within ten days complete and ready for operation with your certificate to that effect according to Contract; and

and you and your crew are then ready to proceed to duty, the Government will then test the efficiency of the vessel, and if she proves satisfactory, payment will be made for her at the contract price, and you and your crew put on pay from that date for the time your services shall be required. Until there is a compliance with these terms, the Department will take no further order in the matter, and will consider the bargain as closed.

Respectfully
Robt. Smith
Jos. Smith

(Translation appended by Mr de Villeroé to French original)

Philadelphia March 1st 1862.

Mr. Martin Thomas.

C.N.W.R.

Sir,

I have received new instructions yesterday from the minister. Although your contract is broken by the expiration of the numerous delays and by neglecting to furnish the different objects necessary for the complement of the propeller, you can yet enter in possession of all the rights of the contract, if you will do what I am going to tell you, namely to furnish the different objects that I have asked for, in 3 days from this date. If you cannot do it by yourself, get some solvable person to be answerable for it. The Mess. Neafy & Levy will gladly do it, provided they are sure of payment. You can make arrangements with these gentlemen by means of a commission on the 14.000 Doll. granted by the government. As soon as the objects are furnished the propeller will be put in the water and depart for the destination that has been designated to me. As to the question of the 5.000 Doll, it will not be long, before it will be solved.

The orders are positif: The contractor must furnish all you require or remit their contract to an other.

Thus the answer to be given in 3 days from now is yes or no. I have the honor to be

Knowing from my last interview at the Department the deception attempted, to palm off an extract from an old letter received weeks before as "new instructions" received "yesterday" I could not enter into any negotiation with Mr de Bilderoi on the basis of his note but addressed to him the following.

W. L.

Philada March 1st/62

(Copy) Mr de Bilderoi

Sir

I have just returned from Washington where I had several interviews with Commodore Smith - The Department had pretty much abandoned all idea of testing the propeller, but finally reconsidered the subject with the following results. If the boat is tested satisfactorily & delivered at Fort Monroe, within Ten days, with yourself and crew, the contract will be revoked, & yourself re-instated in your position, your pay to commence from date of acceptance of the boat. If these terms are not complied with, they finally abandon the enterprise. They will also afford you an opportunity for an operation under most favourable circumstances, upon a vessel within less than a quarter of a mile of a point where their tugs can transport you.

In having your list of articles required the Commodore did not consider me bound to supply such an amt of metals for the battery & his opinion was subsequently strengthened by information from Prof Backe for which see copy enclosed.

As to two hydraulic jacks, the Comm[d] remarked that you did not require them as you would find them on board every U.S. vessel, & certainly not two as you could only use

The Platina plates used
in the Electrotype Division
of the U.S. Mint are not
thicker than ordinary writing
paper — it clips about 4
sheets buy which with

—

When Silver plates are
platinized and used
with Chloride of Iron
the operating will last
about 12 months, after
which the Silver solution
must be recoated with
platinum.

Yours
A. L. Park.

C. N. W. R.

Mr. Joseph Smith.

one at a time – I have always desired to provide you with every thing essential for an operation, as it is my own interest to do so. To prove this I send offer to supply you with one hydraulic jack, Silver to the value of $500, and the other articles on your list. As soon as you notify me that this is satisfactory I will see Mr Levy on the subject, as no time is now to be lost

Yours &c

(Signed) Martin Thomas

P.S. I am ill to day and confined to the house –

Philadelphia March 3d 1862

Mr. Martin Thomas

N. W. R.

Sir,

The consultation of Mr. Back does not signify anything in this case, as he does not know how I have to use the metal required. Moreover if they think to do better than I, let them take my place. I am disgusted with such caviling in an affair of so much importance.

As to the hydraulic jack I consent to it willingly, on condition that the Commodore promises it to me, whenever I need it. As to the other articles I must have them wholly. No consideration will induce me to risk a failure in my first expedition.

I have the honor to be

Copy

Phila[a] March 7/62

Mr de Valleroi

Sir

I should regret to substitute any one "in your place" as you suggest in your note of March 8th just received though I have little doubt that if presented to the Department your proposition might be accepted.

Believing our interests are identical I wish to meet you in a friendly spirit, forgetting the past, to arrange the only point of difference between us.

All scientific men agree that the weight of metal does not add to the force, but the surface alone is essential. I am willing, & always have been, to furnish proper sheets presenting all the surface you ask for.

I will provide you with (in lieu of platinum sheets one foot square which cannot be had in this country) 36 sheets of platinized silver 4 inches square, basing these dimensions on the authority enclosed.*; or any other dimensions presenting the same surface that can be obtained here that you may prefer. And I am even willing that the sheets shall be as thick as ordinary tin, instead of "writing paper". Such a battery will last over 12 mos. & is far beyond what you require.

An immediate answer is requested

by Yours &c

(Signed) Martin Thomas

N. B. I have already offered to furnish you one hydraulic jack and all the other articles on your Requisition.

* Enclosed were extracts from Turners Chemistry describing "the most appropriate apparatus for chemical purposes" Edition of Franklin Backe pages 83.86.93.

(Translation appended by Mr de Villeroi to French Original)

Philadelphia March 11th 1862.

Mr Martin Thomas.

C. N. W. F.

Sir,

When there is the question of an enterprise of honor and patriotism the french are accessible neither to interest nor to intimidation; you ought to know that.

I have given you 3 days to answer yes or no; but not a dissertation on galvanic batteries, which are not identical to my procedure. It would be useless to loose the precious time to discuss a point that is known to me alone. Besides the expenses will be yet far from the granted sum. You do not either consent probably to renounce to your share in the 75.000 doll. which for me are not doubtful.

I have done my duty in a disinterested manner, if that does not suffice, the newspapers will do the rest.

I commence to walk in my room, but have not been out yet.

I have the honor to be

Respectfully

de Villeroi

Having thus failed to come to any arrangement with Mr de Billeroi, I requested Mr Levy to endeavour to bring him to some terms authorizing him to provide metals to any amt within the margin of £2000 - On the failure of this mission, I authorized Mr Hirsh to inform Mr de billeroi that I would give him an order at the Department for £2500, to be paid out of the £4000 - Though sustained by the opinions of four Scientific Chemists, & all the printed authorities, I consented to the spoiling rather than the entreprise should fail thro' I put it on this shape to enable Mr de billeroi to get his own battery, having been informed that such an amt of silver should be worth about £2400, I because I had been unable to find any one who had dollers for sheets 1 foot square - and also that there might be some guarrantee of the return of the metal, and some responsability to the Govrnment for it -

Mr Hirsh first note elicited a reply which gave no answer at all to the propositions wherupon he addressed him in English as follows

Martin Thomas -

Copy

March 8/62

My Dear Friend

I have just received your note but I fear you did not understand mine. My French probably is obscure.

Mr Thomas offers to give you an order on the Government for £2500 cash, for the which

Boulevard not accepted

you can buy all the Silver you wish.

The Government will pay on accepting the boats, & that can be accomplished in a week or less. If it is not therefore his desire to withhold what you desire; an embrace $25 00 will more than buy all the Silver you wish: In addition to this he will purchase every other article on the list.

Truly yours

To Legaré. W. L. Hurst.

Mr de Villeroé

Up to 2 O'Clo March 10th no reply had been received by Mr Hurst to this proposition.

Martin Thomas

you can buy all the Silver you wish,
The Govern^t will pay on accepting the boat, & that can be accomplished in a week or less. It is not therefor his desire to withhold what you desire; an Contracie $25 00 will more than buy all the Silver you wish: In addition to this he will purchase every other article on the List.

Truly Yours

The Contractor should furnish you with all you require, or give up the enterprise at once

Respect^fy
Yo^r S^t
Jos Smith

One Iron Trunk with 4 Compartments for Tools & Bolts Extra
2 Monkey Wrenches (& other Tools) 2 Hammers
1 Vice, Few files, Chisels, Cant Hs Tools &^c &^c
Spy Glass &^c &^c $100

4 Plate of Platina (16 plates of Silver
12 ½ Square ⅛ thick
2 Hydralic Jacks
2 Letter Pad Locks
4 Sponges and Ballance of Ballast

Rec'd. 10 March

Philadelphia March 8th. 1862.

14

Commodore Joseph Smith.

Sir,

On receiving your letter from Feb. 27th. I have notified Mr. Thomas to furnish the articles for the complement of the propeller. He usually he evaded the question. He concluded by consenting to furnish all the objects required except the metallic sheets for which he proposed to me an order on the government, not of the value of the metal (from 15 to 1600 Doll.) but of 2500 Doll. that is about 1000 Doll. more than the price of the article, I require. I have answered as was my duty to that insidious proposition. Then the Mess. Neafy & Levy have renewed their proposition, to furnish every thing, so as to come to an end, but on conditions, that were not accepted. At present we are not more advanced on

that point, than we were two months ago.

According to an eptract of the bills for the propeller with the complement it will amount to about 9000 Doll. That leaves a nice sum to reach the 14000 Doll. Whence comes that unwillingness of the contractor.? and how is it that the government in circumstances of such importance does not cut short such a simple question? Must the avarice or the unpatriotic ideas of a bad contractor compromise operations, whose results might be immense for the cause of the Union: For a Frenchman such deeds are inexplicable.

After a good decision on your part, I take it upon myself (although still convalescent) to prepare everything for the departure in a few hours.

The proposition for the 2500 Doll. was made to me in a letter, that I keep at your disposal.

He who wishes the end, wishes the means,

Commodore, Does the government wish or does it not wish to test the success of this new maritime weapon? What consideration can perplex its will in this circumstance: On my part I have put my genius, my activity and the greatest disinterestedness for the success in this affair. I expect the rest from the loyalty of your character and from your patriotisme.

Respectfully

your obedient servant.

De Villeroi

Rue Neuve 1325

Private

Phila.a March 6. 1863.

No. 15

Commodore Joseph Smith
Chief of Bureau of Yards & Docks

Dear Sir.

I enclose you the correspondence which has taken place, since I last saw you, between myself and Mr de Bellerot. The Amt of precious metal to be furnished him has been the only matter of dispute between us. I have always offered to provide him with metal presenting all the surface he asked for, but after consultation with such Scientific men & chemists as Dr Goddard, Mr Rosengarten, Prof Booth, Prof Bache & others, & after finding that they were sustained in their opinion by all the Scientific works upon the subject, that no such thickness of metal is required as Mr de Bellerot asks for, (as the weight does not add to the force), I contested this point on principle; but finally surrendered even this, & offered through Mr Hirst to furnish him the means of buying his own metal, by an order on the Department for $2500 out of the $4000 to be paid on acceptance of the propeller.

No reply to Mr Hirst's note having been received, I am forced to conclude either, that the guarantee thus provided for, for the return of the metal

this responsability to the Department for that end, by this arrangement are objectionable to him, or else that the conspiracy to defraud the parties in interest developed in his last letter to you is still going on. - parties who have not only developed the enterprise & supported him & crew for years, at an expense of some $17000, but who are owners of two thirds of the invention - I have no fears that you will be induced by any misrepresentations however gross to extend what may appear to him de[fe]rence the slightest encouragement to such a scheme -

If Mr de Bellevue will not undertake an operation we are willing to do so if compelled to do without him (reserving to him all his legal rights in case of success which might be considered forfeited). Mr Schott is now in New York for the purpose of consulting five of the most experienced sub-marine workmen & divers, that we are informed would be willing to undertake the blowing up of an enemy's vessel; and we feel competent with the secrets which would be at your disposal (by Mr de B's dereliction) to manage the boat with their assistance.

Very Respectfully
Yr Obt Servt
Martin O'Meara

P.S. Please advise me of your views.

136 A. R.

Philadelphia. March 8. 1862.

To the President of the United States Abraham Lincoln.

Excellency,

I have had the honor to remit a letter to you by Mrs. Villeroi, my wife, a letter containing the proposition and description of a new maritime weapon of war, under the title, Submarine navigation.

After the different experiments required by the commission, named by Commodore Dupont, the reports having been satisfactory the Navy Department ordered the construction of a propeller according to my system on a large scale, nominating me chief engineer and superintendant of the construction.

Now the propeller is finished and ready to go to an expedition. The crew consists of 20 select Frenchmen whom I am to command in person.

My nomination as officer with a salary of 2000 dollars a year has been announced to me in a letter from the first of November last, signed by Commodore Joseph Smith for the secretary. But as I have not yet received that commission as officer, commander of the propeller I should be happy to receive it from the hands of Your Excellency as having received the first proposition of my services for the national cause whose worthy represen-

tative you are.

In no case I would dare to take the command of the above mentioned propeller without having been furnished with my commission, from fear of playing the part of privateer, which agrees neither with my character nor with my position.

The submarine boat is 50 feet long, 5½ high and 4½ wide. It is all of iron. It moves forward and backwards by means of 18 propellers, invisible on the surface of the water. After the boat has been immerged the men can go out of it and reenter whenever they wish for outward operations.

Awaiting the honor of your answer, President, I have the honor to be with the most profound respect

Your Excellency's

obedient servant

De Villeroi

Civil Engineer

Pine Street 1325.

W. L. Hirst
10 Elliott Row
Lebanon Pa

Rec'd 11 March
C. N. J. R.

Phil'a March 10th 1862

Gen. Joseph Smith

My dear Sir

I regret that the difficulty with M. de Villeneuil is not yet removed. I cannot understand his course. I am sorry to say so, I have not, up to this time, doubted him; but his refusal to comply with the proposition I made, as a mediator, has given me strange misgivings. In a matter so important, his acceptance should have been prompt.

I cannot but think that the Government can solve the difficulty at once, by taking the Propeller, and directing him to take his post: the same amount, stated in my Proposition #2500. can be reserved by you, for the same purpose

It is entirely your influence, if not your acts, that has saved our whole fleet at Fort Monroe, by the construction of Iron Clad Rafts: tho' if the afternoon papers speak the truth, you are mourning for a Son, who fell in the engagement, in his gallant resistance in the unequal contest.

Your action in the premises may promptly avenge his fall by the destruction of the Merrimac.

Respectfully Yours
G. V. Fox

P. S. Mr Thomas is more anxious than ever, since the news from Fort Monroe, to have an opportunity to operate in Norfolk harbor.

Thomas Martin
Philadelphia Pa.

Bureau of Yards & Docks
11. March 1862

Your letter of the 8 inst. enclosing your correspondence with M. De Villeroi. has been received. as also a letter from Mr. W.m L. Hirst dated the 10th inst.

I regret that the matter of your Contract for the Sub-marine Propeller is so much complicated. As the inventor of the boat the Government was compelled to appoint Mr. De Villeroi as the superintendent. The time for the successful employment of the boat I imagine has passed - at all events your Contract has been forfeited, and I can do nothing further in the matter.

If you employ operators it must be done on your own account as the Government is incurred with Mr. De Villeroi and must trust to him to have the vessel prepared in his own

own way - If you demur to giving him what he demands, the Contest lies solely between you and him.

I regret the circumstance, but have no power to compel him to do anything beyond what is provided for in the Contract, which stipulates that the boat shall be Constructed under his supervision

The shortest way to have settled the matter would have been to furnish the material he required, even at great and unnecessary expense.

If you choose to undertake to operate the boat on your own account, the Government will hold to the Contract and pay as provided in case of Success.

Respectfully
Yr. obt. Servt
Roswell

Rec.d 14 March.
C. N. W. R.
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Private

Phil.a March 13.th 1861

Com.r Joseph Smith
Chief of Bureau &c &c &c

Dear Sir,

Mr Thomas begs me to
reply to your communication of the 11.th inst:
and to add my recommendation to adopt
the following suggestion.

The communication to
Mr Thomas closes thus: "If you choose to
"undertake to operate the Boat on your
"own account, the Government will hold to
"the Contract and pay as provided, in
"case of success"

Now, as Mr. Thomas has
always proposed, and now intends, that in
any event M de Villeneuf shall not lose
the benefit he viewed derive, under existing
arrangements with Mr Thomas, the latter
hopes, and begs me to ask, that you will
not make any better, or other, offer to
M. de Villeneuf than the above, as quoted;
nor, in any event, entertain a proposition from
M. de Villeneuf or Mr Legg, or any other new
applicate, which will deprive Mr Thomas of
benefits of the enterprise, if successful, which he

would decide under existing arrangements, —

Mr Thomas has been greatly alarmed, and indignant, at the attempt of Mr Levy to supplant him, after the expenditure of much means & labor; and he trusts, you will permit me to add I concur in his belief, that the Government will not sanction any scheme to compass so discreditable a collusion between Mr Levy & the writer. If it exists, or is contemplated - Mr Levy's offer to yourself, leads him to apprehend that such is the fact: and he thinks that your refusal to adopt any proposition which excludes him from the contract, will, at once, bring the affair to an amicable termination: in short, that the explanation of the present difficulty is that other parties are attempting to supplant him and hope to be able to do so,

Mr Thomas is still making the exertions which he contemplated in his last letter to yourself, & hopes that a compliance with the above suggestion will accomplish the result so desirable to all.

Respectfully & Truly

Wm L Hurd

rec.d 14 apl. Philadelphia April 12th 1862.

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Commodore Joseph Smith.

Sir,

Now that my health permits a work of reflection I looked over our correspondence, in order to answer to your letter of March 10th, taking the liberty to mention particularly your precise instructions.

On January 22nd you approved of my crew of 17 men and ordered their pay for 21 Days of Dec. saying: I have approved & enclose herewith your bill for services of yourself and four of the crew of the propeller for the month of December, and twenty one days services from the 10th to the 31st December of the thirteen men last engaged the whole amounting to $682 13/100. The money to pay your November bills was drawn for by the Bureau some weeks ago.

On February 1st you say positively: The contractor should furnish you with all you require, or give up the enterprise at once.

In my answer I informed you of the unwillingness and difficulties of Mr. Thomas, begging you to settle the question yourself with this bad contractor, as I have only the rights of a superintendant.

On the 27th of February you say: Now if the contractor will deliver the boat at Fortress Monroe within ten days complete and ready for operations with your certificate to that effect according to contract and you and your crew are there ready to proceed to duty, the Government will then test the efficiency of the vessel.

But you do not take any measures to have your order executed (as regards the contractor) We missed the expedition. It was not from neglect on my part. I have even sent you the proposition of the Mess. Neafy & Levy, who offered to furnish the complement of the propeller, and thus make an end to all the difficulties. (The whole not amounting to 10.000 doll.)

In all that I have done my duty faithfully. If it pleased your contractor (for what reason I do not know) to stop the projected operations, must I and my crew be the victimes? has any one

cause to make us the least reproaches? Did I not act strictly according to your instructions? Was not everything that depended on me prepared to go to Fortress Monroe in 10 days according to your orders? What was then needed, not to miss that expedition? Only a precise order. In affairs of war a contract that is not executed or badly executed is almost treason, for the consequence may prove serious.

On the 10th of March you say: The time for the efficient use of the Sub. marine Propeller has passed. You are aware that the contract was made by Mr. Thomas with the understanding that you, who are interested in the result cooperated fully in all the plans, and acceded to the conditions of the contract. Now however you disagree which complicates the whole matter, and I consider the usefulness of the vessel under you as no longer available.

I do not exactly understand the meaning of these lines. I am not connected with the contract of Mr. Thomas. I have not signed it. I was not even consulted when it was made. My appointment is not with Mr. Thomas, but with

the Government to direct the construction of the propeller, to engage the crew and to command the expedition ordered by the Navy Department. Superintending the work for the execution of my own plans, I can give orders to the contractor, but not receive any from him, and that even in the interest of the enterprise. Thus far, I think, I have not failed in my duties, therefore I do not understand the meaning of your letter dated March 10th.

I am too logical and too well acquainted with administrative formes to admit without decided motives and without compensation the revocation of a Government officer and crew. In everything formes and plausible motifs are required. I am appointed officer by order of the Secretary. I can only be deposed by the secretary. The same is the case with my crew. The Secretary can discharge me and my crew, if he can justifie his act. But in every country in the world, the first thing is, when you wish to dismiss persons, to pay them. That is precisely the object of the petition signed by me, and adressed to the President and

Secretary of the Navy a week ago, by the crew of the propeller. You are too well acquainted and too ancient in the administrative service, not to admit the justice of my remarks, even without regard to the material causes, that are at the bottom of the whole: namely the conduct of the contractor.

In short, what is the conclusion of the Navy Department respecting the propeller, that was constructed with so much care and improvement?

Respecting the inventor whose services were offered to the state without any speculative conditions:

And at last respecting the crew, who for the last three months has received no pay from the Government and who could not subsiste without my being responsible for them?

These questions although trifling, deserve I think your attention and ought to be terminated in a manner worthy of a great nation and of a just Government. Expecting the honor of your answer I am

Respectfully. Your obedient servant

D. Wilson

Bureau of Yards & Docks
14 March 1862.

Hewitt, Wm. L.
Philadelphia.

Your letter of the 13 inst has been received.

I do not mean to have anything to do with any other party but the Thetys in the matter of the Contract for the Sub Marine Propeller.

I have implicit confidence in his integrity and desire to do all he can to fulfill his engagements, but I regret to say the Contract involves the Inventor with the Government in the superintendence and operation of the vessel. After repeated extensions of the time for completing the vessel, and all without avail, I considered the Contract as cancelled; but still if the Contractor completes the vessel and operates her successfully, I will hold to that part of the Contract which remunerates the Contractor for services performed so far as I am concerned.

I could not, and would not if I could, engage with any other

party to employ the vessel against an enemy.

I am anxious to see the rebellion crushed and have good reason to pray for such a result.

Respectfully
Yr. ob. Sert.
Josh Smith