(Translation G B S)

Philada 24th May 1862

My Dear Hirst

To render you justice, I think you have done every thing possible to arrange the matter of the propeller; but putting aside the old grievances three new enormous faults have been committed by or for Mr Thomas; and although Mr Schott told me that Mr Thomas only represented others, I see him behind the curtain, and the sequel proves it.

First the Officer sent to examine matters owed me a visit or something in writing under his hand; for to judge well a cause, one must see both parties – My position, age, and title of inventor rendered it a duty. But no, all decencies were passed over with regard to me, this was not well, but I have could have passed it by. But here are the ~~three~~ great faults.

1st The obstinate refusal to furnish the complement of the propeller, in spite of the instructions of the Commodore saying positively: The contractor ought to furnish you all that you require or give up the contract to another. 2nd My dismissal without cause which for a Frenchman is a matter difficult to pass and 3rd The non-payment of a crew at my charge from the 10th of Decemb to the 6th of March. for whom I only received 24 days pay for all my advances

(Translation G B S)

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In this matter which I considered entirely *patriotic*, and to which I devoted myself soul and body, could I have expected such tricks and injustice; and that from a party who calls himself Union? I did not shrink from attacking your terrible enemy the Merrimack, but I shrank from a transaction under sinister circumstances, renouncing the honours of promotion and good pay - you will recognize the French character.

The Govt *alone* could repair all in seeking me *directly* with acceptable propositions - It has not done so: I have taken my resolution - Now let them pay my men that I may at least enter on my back dues: and let them leave me tranquil, since they are willing to pass over my services and take possession of a work which has cost me so many troubles & combinations. I shall only reclaim from the Department of the Navy the deposit which I confided to you under seal -

Your devoted friend
de Villeroi

P.S. I have received for pay of my men for
December (& nothing more) $ 516
I have spent in board & money advanced 706
I am then out of pocket $190 to answer for the three months claimed by the petition of 20 men

"of money and boards–

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The Govt alone could repair all in seeking me directly with acceptable propositions– It has not done so: I have taken my resolution– Now let them pay my men that I may at least enter on my back dues: and let them leave me tranquil, since they are willing to pass over my services and take possession of a work which has cost me so many troubles & combinations I shall only reclaim from the Department of the Navy the deposit which I confided to you under seal–

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addressed to the Secretary & the President
Yet these men are made to cry out against
me why? –

Monday 26 May

My Dear friend

I have received your letter and you say truly I have done every thing in my power to aid your enterprise But too much time has been lost & the Govt. has resolved to put the propeller in service. Is it not your fault! The secretary wrote you repeatedly without any reply or result. He has already spent $7000 & more; & he intends paying your crew & the remainder of [illegible] remainder of the $1000 for the boat-

By the advice of the Secty. the crew have been asked to appear before the United States Attorney, to be sworn as to their claims - Have the goodness to furnish me with all your receipts. You say you have paid some sums. You have received the 5 Dec $200, & the 1 May $512.26 for the crew. Paulin said you have paid him $126. Paquin $20. Coblentz nothing, Rozet, Bange & Thierry their board up to 27 Jany. Frank $20, Monier his board up to 13 Jany & $5. Pintchus board for 7 weeks, John Lambert nothing Henry $25 - Lamert board to the 16th Feby. Rhodes $15. Henet $20 & board
for 12 weeks ~~nothing~~
- 1 Delevan Frozing, Carpenter & Allegare nothing - Ch Dillmer nothing Joseph a Gellner nothing except $18.25 ~~from~~ board with Paulin & $6.25 board at Mad Kruger-

If you have given them more than these sums send me copies of vouchers without delay, before I send the depositions to the Secty. tomorrow Wednesday. Do not fail if you please. You see that it is very important, to show them to the Secty-

I shall communicate your wishes to the Secty. but it is not probable that the Govt will consent without indemnification. It has spent too much - Besides my friends there Thomas & Schott who have during three years spent over $10,000, at my instance to conduct your invention to success merit your respect. The Govt is going to exercise its legal right to execute the contract made with Mr Thomas

It is a great pity that you would not see Capt Davis, in spite of all my efforts; also that you would not receive the letters of the Commodore, sent to your house, with his own name. It is a great pity that you demanded so much silver for an electric battery (silver enough & more than enough for all the zinc in the world) through which two months were lost. And after all the letter of Mr Poirot (who had the goodness to offer to send you my letter) was returned because you would not receive it!

The Govt have appointed Mr Eakin Superint of the Boat they are willing to pay the crew, & desire to employ the boat at once as necessary. The Contractor will give you (he assures me) your proportion of the compensation. The Secy has authorized me to do all that is proper for the complement of the boat. Much must be done to complete the boat. It was not at all ready for service. The Air chamber & body of the boat ~~had~~ several leaks which had to be stopped and many other repairs made

Your devoted friend

W J Hirst

Mr de Villeroi
Engineer

P.S. I shall wait your reply before I send copies of the correspondence to the Govt.

From the $ 100.00, which Mr. W. L. Hirst shall receive for me from the U. S. Navy Department he might pay to

Mr. Denis Paulin eighteen Dollars 75 cts $ 18.75 cts
Miss Ellen Knox six " 25 " " 6.25 "
$ 25.00

Philadelphia May 21st 1862
Jos. A. Geittner
Care of Mr. John Holler
592 Broadway
New York

I certify that the above named persons whose depositions are above written, appeared before me on the days respectively mentioned and made oath to the facts set forth in said depositions in the words and figures in which the same are written & appear

J Hubley Ashton.
Acting United States Attorney
E. D. of Pennsylvania
May 26th 1862.

Philadelphia May 21st 62

The U. S. Navy Department Debtor to Jos. A. Geittner, one of the crew of the submarine vessel:
For 4 months wages, from the 1st of January until the 1st of May à 27 dollars $ 108.00

Jos. A. Geittner

Sworn and subscribed to before me this 21st day of May 1862

Chas. G. Helffricht
Alderman

Joseph A Geittner being duly sworn saith that the above account is just and true

Sworn & subscribed
May 21. 1862

Jos. A. Geittner

Chas. G. Helffricht
Ald.

And now to wit the 23rd day of May A.D. 1862 Appeared before me J. Hubley Ashton acting U.S. Attorney E. D. of Penna: the following named persons to wit:

Denis Paulin who says under oath as follows.—

1. I engaged with Mr De Villiroi at Fifteen dollars per month and Two dollars and fifty cents per week for board; and when we were to go into active service with the boat it was to be Twenty four or five dollars and board: he said he was to receive ten dollars (each man) for bounty and he would pay at one dollar per month to me that will be Sixteen dollars for the first ten month.

2. I was employed by him from the 3rd of December 1861. but he said I was to receive pay from the 10th. I have not been engaged in any other employment since the 3rd of December. I have been constantly attending on the boat. He was constantly saying to us that the boat would go soon.

3. Mr DeVillirsi has paid me nothing atall for my wages since I engaged with him. But I have received from him the board money two dollars and a half a week up to the 27th. of January 1862. He owes me all my wages and also my board since the 27th of January 1862, and also Seventeen dollars and ninety cents for ~~the~~ the boarding of Joseph Guetner from the 27th of January 1862 to the 18th of March 1862. And also Twenty two dollars and fifty cents for the board of Sebastion Thery from 27th January 1862 to the 31st of March 1862. And also Twenty two dollars and fifty cents for the board Emile Coblentz from the 27th of Jany 1862 to the 31st of March 1862. Those men boarded at my house at that time. He paid me the board of the above men from the 10 of December 1861. to 27th. January 1862.

Sworn & Subscribed
to before me this 26
day of May 1862
Williams Ogle
Alderman

D. Touley

Alexander Rhodes says under oath:

1. De Villeroi was to give me twenty dollars a month altogether. This included my board. I was [illegible] to pay my board, find myself and clothe myself for twenty dollars per month.

2. I was employed from the 4th of November 1861 to 1st of May 1862. I was to work in the boat.

3. I have received De Villeroi fifteen dollars. He owes me the balance of my pay. He paid me the $15 in December 1861.

I was to get besides ten dollars bounty, which I did not receive.

Sworn & subscribed before me this 26th day of May 1862

Alexander Rhodes

Williams Ogle
Alderman

Jacques Paquin. who says under oath as follows.

1. Mr De Villiori Engaged me at sixteen dollars per month. and two dollars and a half a week board. and he was to pay me one dollar more a month as bounty for ten months.

2. I was employed by him on the 10th of December 1861. as one of the crew of the Propellor. I have not been employed in any other business since then, I have been waiting expecting to go every day.

3. I have received from him fifty dollars on the 1st. of May 1862 on account of board at two o clock. He owes me all my wages from the time he engaged me and all my board from that time. The fifty dollars he paid me was on account of the board of the following persons to wit- He owed me Twenty two dollars and fifty cents for the board of Alfred Delaveau from the 9th of February 1862 to the 5th of April 1862 and also

for the board of Pierre Arregard for the same time, and also twenty two dollars and fifty cents for the board of Francis Fioux for the same time. And also seven dollars and a half for the board of Charles Decarpenterie and also Twenty dollars for the board of Antoine Porte from the 16th of February 1862 to the 5th of April 1862. These men lived at my house during that time they paid me nothing. Mr De Valliere paid me nothing but that fifty dollars at any time. And that included board for month of December.

Wr.C.)

Sworn & subscribed
to before me this 26
day of May 1862
Williams Ogle
Alderman

J. Paquin

~~J. P~~

Emile Coblentz who says under oath as follows:

1. De Villeroi agreed to give me fifteen dollars a week, and the bounty of ten dollars he was to pay me at the rate of a dollar a week. He was to give me my board also.

2. I began to work on the 10th of December 1861. I worked from that time to the 10th of May 1862. The work I did was rowing when required by De Villeroi. I waited to go with him. I have not received wages from any one else during that period of time

3. He has not paid me any money. I have bought some articles for ~~[illegible]~~ Eleven — dollars 50 which Mr Villeroi was to pay for me, out of my December wages. but which he has not paid

A.W.C.)

J.H.A. I boarded with Mr ~~[illegible]~~ Paulin part of the time, and at home the rest of the time. I boarded with Mr Paulin from the 10th of December up to the 31st of March — the 31st not being included. I boarded myself from the 31st of March to the 10th of May.

De Villeroi pay Mr Paulin my board up to the 27th of January, from December 10th 1861.

Sworn & subscribed to before
e this 26 day of May 1862
J. Williams Ogle
Alderman

Emile Coblentz

Louis Royet on oath says-

1. Mr De Villiori engaged me on the 5th December at Sixteen dollars a month for the first ten months that is to say fifteen dollars for wages and one dollar for bounty. and board at Two dollars $\frac{50}{100}$ per week.

2. I have been engaged for him without ceasing from that time until now. constantly expecting the boat to go from day to day and working at it when required

3. Mr De Villiori has paid me nothing for wages, but he paid for my board for seven weeks up to the 26th or 27th of January. I received nothing else of any sort or kind from him

Sworn & subscribed
to before me this 26th
day of May 1862.
William Ogle
Alderman

Louis Royet

Jean Pauze on his oath says—

1. I was engaged by Mr De Villiori on the 5th December at fifteen dollars a months and ten dollars bounty payable one dollar per month and Two dollars $\frac{50}{100}$ per week for board

2. I was constantly engaged waiting for the boat from that time & practiced Rowing when required with the other men. I have not been employed in any other way or by any other person during that time

3. Mr De Villiori has not paid me a centime for wages but he has paid my board up to the 27th of January.

Sworn & subscribed to
before me this 26 day
of May 1862
Williams Ogle
Alderman

jean Pauze

Sebastian Thiry. on oath says-

Mr De Vilbiri engaged me on the 1st of Januay 1862 to work in the boat at Fifteen dollars a month for wages and ten dollrs bounty to be paid one dollar monthly. I was engaged from 1st of Januay to the 10th of May. He was also to pay my board at the rate of Two dollas $\frac{50}{100}$ per week.

2. I was employed from 1st of Januay to 10th of May. to work in the boat.

3. I have received nothing from him for wages but have received my board up to the 27th of Januay and up to the 30 of March the board is due to Mr Paulin. and from the 30th of March to the 10th of May it is due to me.

Sworn & subscribed to before me this 26th day of May 1862
Williams Ogle
Alderman

Thiry Sebastien

M. D'ancona, on oath says.

Mr De Villeroi agreed to pay me Eleven dollars $\frac{50}{100}$ for Clothing bought by Emile Coblentz out of his December wages.

Emile Coblentz bought the Clothing from me in December 1861, and I delivered them to him in person at that time. This is the Eleven dollars $\frac{50}{100}$ spoken of in the deposition of Emile Coblentz.

Sworn & Subscribed
to before me this 26th day
of May 1862
Williams Ogle
Alderman
5

M D'Ancona

Alexander Rhodes on oath says

Mr De Villeroi engaged Frank Dusen as one of the crew at the same time that I was engaged. He was to be paid forty dollars per month and to find & cloth himself and also ten dollars bounty money. He engaged him on the 4th of November last.

2. He was engaged and constantly waiting for the boat to go until the

the 1st of May 1862. At which time he left the city. He was engaged like all the rest to work on board of the Propellor.

3. Frank Dusen received only Twenty dollars from Mr De Villers. This was on account of the wages He received no bounty money whatever He received the Twenty dollars in sums of five dollars in the month of December. It was in payment of the November month.

Sworn & subscribed
to before me this 26
day of May 1862
Williams Ogle
Alderman

Alexandre [illegible]

6

John Baptiste Monier on oath says—

Mr De Villiers engaged me at Fifteen per month for wages and Two dollars $\frac{50}{100}$ for board and to pay me one dollar a month for ten months as bounty.

2. He engaged me on the 16th of December but said he would put me down for the 10th of Decemb the same as the rest. I waited on the boat expecting it to go until about four weeks ago. It was last monday four weeks.

3. Mr De Villiers never paid me one cent for wages. I boarded with Mrs Paulin until the thirteenth of January. He paid my board at Paulin's up to the 13th of January and for two weeks after I left Paulin's he paid me five dollars for those two weeks board

Sworn & Subscribed
to before me this 26th
day of May 1862
Williams Ogle
Alderman

Jeanbaptiste Monnier

Antoine Port says under oath as follows:—

1 I engaged with De Villeroi at fifteen dollars a month, payable monthly. He was to give me ten dollars bounty, at one dollar every month. He was to give me board at two dollars & fifty cents a week

2. I was employed on the 10th of December — from that time up to the 10th of May. I was to work on the boat.

3. I have received no pay from De Villeroi. I have had seven weeks' board. I owe to Mr Paquin eight weeks' board: I mean that De Villeroi owes that much to Mr Paquin for my board. The balance of the board is due to me. I have been boarding myself seven weeks. Seven weeks' board is due to me besides my pays.

Sworn & Subscribed before me this 26th day of May AD 1862

Williams Ogle
Alderman

Antoine his X mark Port

John Lambert. Says under oath:

1. I was to work for De Villeroi at twenty four dollars a Month. I was to get my board at four dollars a week. This was in addition to my pay.

2. I was employed by him from the 1st of November 1861 to the 1st of May 1862. My duty was to work on the boat

3. I have received nothing from him. I have received no pay and no board

Sworn & subscribed before
me this 26th day of May AD
1862

John Lambert.

Williams Ogle
Alderman

John Lambert further says.

1. My brother, Henry Lambert, was employed by De Villeroi at twenty four dollars a Month wages, and four dollars a week board.

2. Henry Lambert was employed from November 1st 1861 to 1st of May 1862. He was to work on the boat.

3. Henry Lambert received from De Villero twenty five dollars altogether

Sworn & subscribed before
me this 26 day of May AD
1862

John Lambert.

Williams Ogle
Alderman

Mary Laurent says under oath:

1 I am the sister of Francois Laurent. My brother engaged to work for De Villiroi at fifteen dollars a month, and one dollar bounty. He was to get board at two dollars and fifty cents a week.

2. He was employed from the 10th of December up to the 1st of April 1862. He was employed to work on the boat

3. He has received no part of his pay. He has got board from the 10th of December to the 10th of February. His board from 14a 10th of February to April 1st is due to me. I boarded him during that time. He is near Delaware City now. I have a power of Attorney to receive the amount due to Francois; at least my husband has. The power is made to my husband. I have the power here (produced before the Acting U.S. Attorney)

Sworn & subscribed before me this 26 day of May AD 1862.

Mary her X mark Laurent

Williams Ogle
Alderman

Louis Hennette on oath Says

1. I was engaged by Mr De Villiori at Twenty dollars per month for wages and one dollar a month for bounty for ten months. He was also to pay my board the sum per week was not mentioned. I was engaged on the 5th of December 1861.

2. I have been continually engaged from that time and waiting for the boat to go from time to time. I have not been engaged or been employed or received wages from any other person.

3. I have received nothing from Mr
(J.W.C) De Villiori for wages or board.
.C) ~~from up to the 27 of Jany~~ I lived in my
own house up to the 1st of January
I boardd with him at Mr Knoxs
from that time up to the 15th of
March Since that time I have
W C) lived at home. What he paid Mrs Knox
I do not know.

Sworn & subscribed
to before me this 26
day of May 1862
Williams Ogle
Alderman

Louis Hennet.

Jaques Paquin on oath says.

I have been authorized by Alfred Delavau and Francois Fiaux who are now at Camp in the "Curtin Light Guards", Col. Stainrook and also Charels Decarpentrie and Pierre Allegar and I have with me their sworn accounts (Sworn accounts with powers annexed here shown to the Acting District attorney) I was present when they were engaged by Mr De Villiori they were engaged in the 10th of December at Fiften Dollars a month for wages and one dollar a month, for ten months for bounty, and board at Two dollars $\frac{50}{100}$ per week.

2. Delavau and Fiaux inlisted in the "Curtin Light Guards" in the early part of April and Decarpentrie and Allegars went to Bethlehem about the 10 th of Apri they were all engaged on the boat from the time they were engaged until they left.

3. To the best of my knowledge and belief none of them received any money for wages. They all boarded with me from the 9th of February until they left except DeCarpentiere who got married, and I received Fifty dollars on account of their board, but it included December board.

Sworn & Subscribed
to before me this 26
day of May 1862
Williams Ogle
Alderman

J. Paquin

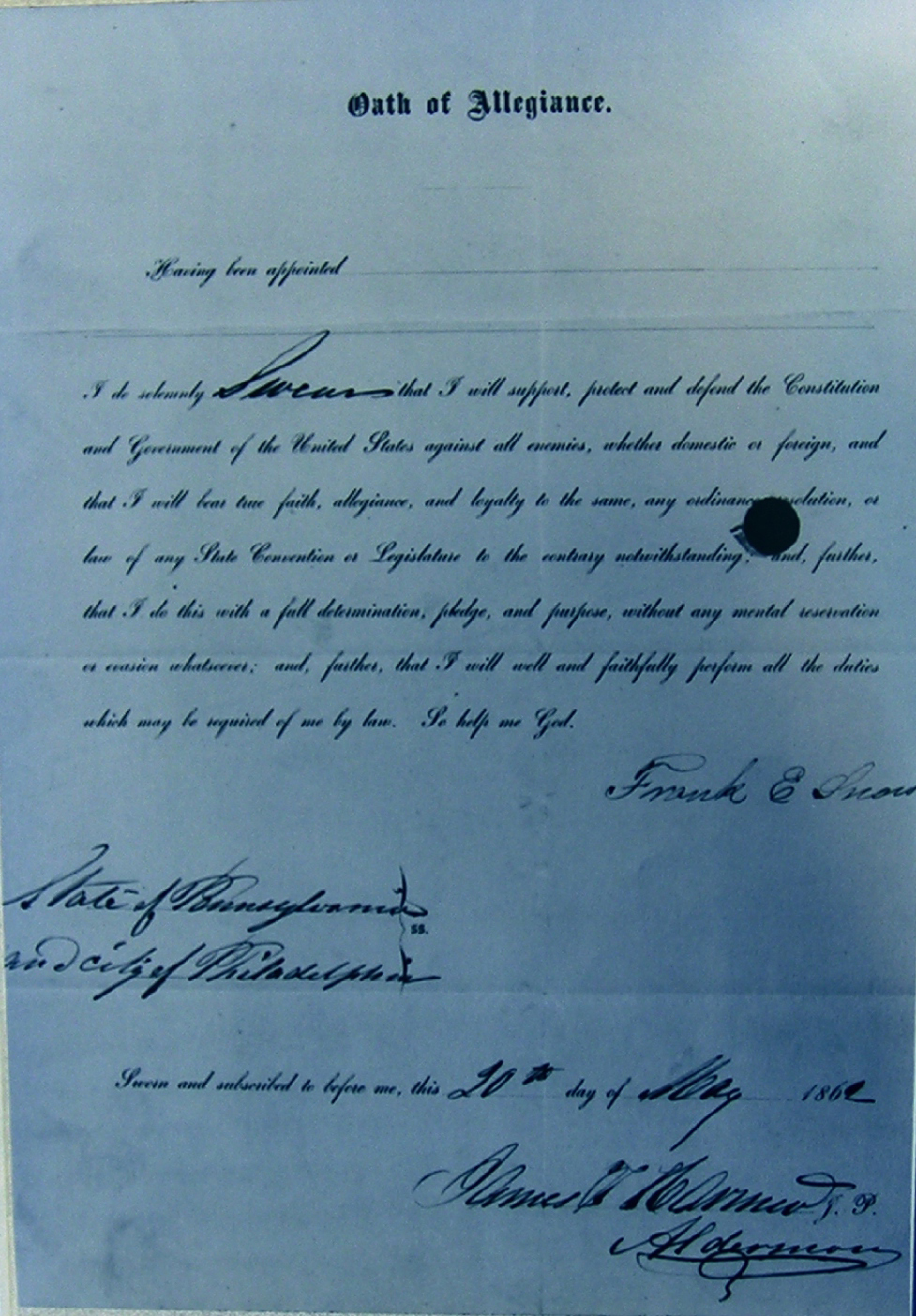
Marguerette Hennette on her oath says- I am the aunt of Charles Dittman he is now in New York I was present when he was engaged by Mr DeVilliere. He was engaged on the last day of December to commence on the 1st day of January at Fifteen dollars a month and board at two dollars $\frac{50}{100}$ a week. He said nothing about bounty.

2. He has not been discharged He left for New York on the first monday of May. He never worked

in the boat.
3. He has not received a Sou's
from Mr De Villiori. ~~He~~ I have
not received a cent for his board

Sworn & Subscribed
to before me this 26th
day of May 1862.
Williams Ogle
Alderman

Marguerite
Hennet



Oath of Allegiance.

Having been appointed

I do solemnly Swear *that I will support, protect and defend the Constitution and Government of the United States against all enemies, whether domestic or foreign, and that I will bear true faith, allegiance, and loyalty to the same, any ordinanc[illegible]solution, or law of any State Convention or Legislature to the contrary notwithstanding; and, further, that I do this with a full determination, pledge, and purpose, without any mental reservation or evasion whatsoever; and, further, that I will well and faithfully perform all the duties which may be required of me by law. So help me God.*

Frank E Snow

State of Pennsylvania }
nd City of Philadelphia } ss.

Sworn and subscribed to before me, this 20th *day of* May 1862

J. P.
Alderman

Phila - May 27. 1862

Commodore Joseph Smith
Chief of Bureau
Dear Sir

I send herewith the depositions of the Crew, taken as you directed before the District Attorney U. S.

Mr. Genthner was absent at New York. I send his account. This man was Mr Villeroi's confidential

I have written to Mr Villeroi to furnish me with his vouchers - for, if these men swear to the truth he has not disbursed the $200 he received in December for Rhodes, the 2 Lamberts & Frank - & the $572 26/100 he received on the 1st May - for his men. I have not written out the Pay Bill to send you, because I desire to wait two or three days for a reply from Mr Villeroi, as desire also, beforehand your approbation of the way I propose to make it viz: to credit them each with their wages at $26 per month & they have agreed that I shall pay the board bills due by them, which will make the accounts square and do justice to all.

I expect an answer from M. De Villeroi, as I have received a letter from his postmaster Phil^a, without his address, and have replied through the Post Office. I have no doubt he will seek the answer there. If he

to the men the money he received from you for that purpose, it will show an early, and very unpardonable, dereliction. I presume the Department will view it in that light — therefore I wish to wait till his reply & in the mean time ask you not to form a judgment on the subject.

I will send you a copy of his letter, mine & his reply as soon as the latter is rec^d.

You will perceive that the wages are $15 — not $16 — the $1 was the bounty which Mr Villeroi promised to pay in ten monthly instalments. I explained to the men that tho' he expected it, it cannot be allowed — hence the wages will be $26 — not $27 —

Respectfully

P.S. Hennett's wages amount to $20 per mo.

Bureau of Yards & Docks.
28. May 1862.

Hirst Wm L.
Philadelphia - Pa

Your letter of the 27th inst with its enclosures, has been received.

I approve of the mode you propose to settle with the crew of the Propeller, viz- to credit each with their wages at $26 per month and pay the board bills due by them.

The Bureau does not recognize any claim for wages or board prior to 1st Jany last, the amount having been paid to Mr. DeVilleroi in full to that date.

Very Respectfully
Yr. Obt. Servt.
Jos. Smith

C. N. W. R.

(Translation G.B.S.)

Philadelphia 30 May 63

My Dear Hubb

It appears I cannot escape the common lot of all men who produce anything extraordinary. My work also mu pass through tr[illegible]lations; while so many men of ordinary cal believe *themselves thrown* on this poor little planet only to hea up pieces of money, to reach at last six feet of earth - I wh am old & have little ambition, have wished that I should have at least been left in tranquility, since they have disdaine my personal services.

You tell me it is my fault because the Departmen had written me through you on this subject. But let us be logical my friend; having been *dismissed*, I could rece neither orders or instructions from any one, without an *establish-ment*, having *received* & accepted a new commission perf by an *regle* (a rule) from the Secretary of the Navy: unde pain otherwise of acting without authority that was legal, & wi the chance of being put aside *again* without formalities, and without motive – what do you think.

The propeller was *entirely finished* to go to Fort Monroe It only required to test it. the necessary things for the interio which I asked for & were obstinately refused me for two mon in spite of the precise orders of the Department "The contractor mu furnish you every thing you may require or give up the contract t another": whose the fault? if the expedition failed? My correspondance is positive on the subject.

You have not replied to the Capital facts which I set forth to you: I signalized only *three* great faults, you indicate another as important as the others: it is the taking possession of the propeller without the *certificate of a Superintenda* capable of judging & testing the work - & that at the risk of injuring or even destroying the machine, for want of the special knowledge which cost so much study to the author.

As to the accounts of which you speak to me, I am ready to furnish them, but I must explain. The Department in fixing the price of board at $16 per week expected to make (the $3.69 per week) a means for the various fluctuations in the price of board. (I have already 4 different, above & under this sum of $3.69).

As for the wages of the men my instructions are positive: $24 per man were accorded, without distinction of function or capacities. It was for me to fix at my discretion the wages of each. But this could only be done on seeing the men at their work, & not in paying so much, as has been done.

It is then natural for you as you have the funds in hand to pay the amount of all the boards, to carry out the obligations which I have contracted with the boarding houses, & at home, at different prices. With an arrangement with me, they could receive from your hands the complement of their accounts, the balance will cover my advan

I would even settle for the 21 days of December with the men, by subtracting from what is coming to them, what they have received. Their settlement would then be equally paid by you. And all would then be shown without confusion. Why complicate simple matters?

In the sum of $210 received for November, I found comprised $40 of bounty I asked for to uniform my men; but the Dept. having refused the same favor to the others, saying there was no law for it, & that by error I had received it for the first: I suspended my project, keeping this sum until new orders.

For the rest, the sum of $160, the men have been settled with according to their conditions with me, & besides I might furnish you with the detail which is not long.

My health does not permit me to go out yet.

Your friend & servant

(Signed) de Volbert

Recd. 5 June

Philada May 31st 1862

Commodore Joseph Smith
Chief of Bureau of Docks & Yards
Washington D.C.

Sir

By order of yourself as communicated to me by Wm. L. Hirst. Esqr I assumed Charge of charge of the Sub Marine propeller. lying at the Navy Yard Phila and reported to yourself for duty on 14th ult. I have since been diligently engaged in the duty assigned me and I now report to this date May 31st

1st The absence of all the Air tubes and Couplings necessary for connections with the Air pump and Air Chambers of the boat. as well as pipe and Coupling belonging the apparatus for distributing the air through the boat! all of which had evidently at one time been in place but Could not now be found. these have all been since replaced and the proper Examinations made to ascertain the Completeness of the other fittings. These Examinations disclosed a number of leaks. and an endeavor was made for three days to make the repairs at the Navy Yard. during this time so many leaks were discovered from the Air Chambers. around the. Flanges. Bulk heads & Man holes as to make the return of the boat to the Yard of builders (Neafie & Levy) a neccesity and

The want of a look out place has been supplied for this it was to take of the upper covering of entrance to the boat and prepare patterns and castings and this the workmen are now putting in place. The covering of the entrance to to the Divers room has been altered and refitted and is now reliable an alteration has also been made on the door of exit for the diver that will improve it and I hope may be entirely efficient and sure in its closing

The arrangement for discharge of ballast was very defective. The lever handles being entirely too short as well as being hid away among pipes for filling and discharging the water from the tan new levers have been made for these and they are placed in such position as to be immediately available and sure in operation

A water pressure gauge and Level have been placed in position upon the boat. water and vents (Cocks) inserted in the tanks. which will insure there filling. The paddles have bee overhauld and made sure of being in good working order I have also repainted the outside and a portion of the inside of the boat and some minor alterations have been made of the internal arrangement making the parts easier of access by the crew for working and adding to the efficiency of the boat

Very Respectfully

Saml Eakins

Wm L. Hirst
31. May 1862.

Pay Bill - Correspondence with M. de Villeroi & encloses - settlement of accounts - urging -

Recd 2 June

Phila May 31. 1862

Commander Joseph Smith
Chief of Bureau

Dear Sir:

I have made out the Pay Bills according to the depositions of the Crew and enclose them; also the deposition of Mr Frank whose time is reduced by his statement.

I have received the letter I expected from M de Villeroi and enclose the whole correspondence. He does not vary the statements of the crew, & there is no further cause of delay, especially as the men are calling daily.

As the settlement of the accounts will bring M himself proposes, I shall have an opportunity of personal explanation with him, and will inform you what impression I can make on him.

Captn Davis informed me that you would indicate the compensation I should receive, & I submit it entirely to yourself, and also whether I shall include it in the next Pay Bill for May.

The reply of M. de Villeroi needs no comment It speaks for itself

Respectfully
W. Lebrist

John Frank, on his oath says.

1st " I was employed by Mr Willeroy, about the first of November, at Forty Dollars per month, for the Propellor, and Ten Dollars Bounty

2nd " I was constantly employed, on the boat or waiting for the boat, from that time untill the Seventeenth of April. when I went Gill Fishing.

3rd " All the money I recieved was Twenty or Twenty One Dollars. One payment was Fifteen or Sixteen Dollars, and the other payment was Five Dollars. I often asked him for more money, but he said
he had recieved no money from the Government At one time he told me he received part of a months wages for me. I boarded at Mrs Knoxs. all the time. I did not pay her, I could not.

Sworn & Subscribed
to before me this 31st day
of May 1862.
Chas F Helffricht
Ald

John his X mark Frank

I certify that the above deposition was signed by John Frank and sworn to before Ald Chs F Helffricht who is competent to administer an oath

J Hubley Ashton
Acting U.S. Attorney

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C.N.W.R.

Bureau of Yards & Docks.
2. June 1862.

Hirst. Wm: L.
Philadelphia.

Your letter of the 31st ultimo, with its several enclosures has been received.

I enclose the bill for the pay of the crew of the Propeller, approved, payable by the Navy Agent Philadelphia.

Your own bill for services you will forward with the list of the present crew and their wages for May. I cannot fix the rate of compensation for your services, but under all the circumstances, I presume your charge will be moderate. It is a matter out of the usual routine of service and therefore the more difficult to arrange.

In paying the men you should make a roll embracing all their names, and take their receipts in full for services and subsistence, for your voucher

We have nothing at this moment for the boat to do, she must therefore remain at the Yard for the present. If I had the matter to arrange again, I would see that more secure measures were taken to bind the Inventor.

Respectfully
Yr. Ob. Sert
Jos. Smith

We acknowledge to have rec
the hands of William L. Hirst the
for pay and subsistence as men at
Philadelphia, engaged by order of the

$40	pr mo.	Alexander Rhodes	pay	and	subsistence
"	"	John Lambert, —	"	"	"
"	"	Henry Lambert,	"	"	"
"	"	John Frank,	"	"	".
$26.	"	Denis Paulin,	"	"	"
"	"	J Paquin,	"	"	"
"	"	E. Coblenz,	"	"	"
"	"	L Royet,	"	"	"
"	"	J Pauze,	"	"	"
"	"	Sebastian Thery,	"	"	"
"	"	J B. Monier,	"	"	"
"	"	A Porte,	"	"	"
"	"	F. Laurent,	"	"	"
"	"	Alfred Delavan,	"	"	"
"	"	Francis Froix,	"	"	"
"	"	Charles De Carpentier,	"	"	"
"	"	Pierre Allegard,	"	"	"
"	"	Charles Dittman,	"	"	"
"	"	Jos. A Guetteres,	"	"	"
$31.–	"	Louis Hennette,	"	"	"

Witness at signing
W L Hirst

id from the U. S. Navy Department by
Sums set opposite our names respectively
ached to the U. S. Sub Marine Propeller at
Navy Department, in full to May 1. 1862 —
Philadelphia June 4. 1862

rom Jan'y 1. to May 1. 1862 —	$160—	Alexander Chevey
" " " " "	160.—	John Lambert
" " " " "	160 —	
" " " Ap'l 17. "	142.66.	John his + mark Frank
" " " May 1. "	104.	B. Poulin
" " " " " "	104 —	J. Jaquin
" " " " " "	104 —	J. Coblentz
" " " " " "	94 —	Louis Royd
" " " " " "	94 —	Jean Paye
" " " " " "	104 —	[illegible]
" " " " " "	94 —	Jeanbaptiste Mon
" " " " " "	104 —	antoine porto
" " " April 1. "	63 —	F. G. Laurent
" " " " " "	78. —	
" " " " " "	78 —	
" " " " 10. "	86.66 —	
" " " " " "	86.66 —	
" " " May 1. "	104 —	
" " " " " "	104 —	
" " " " " "	124 —	Louis Hennel

rec.d 5 June
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Phil.a June 4. 1862

Com. Joseph Smith
Chief of Bureau &c
Dear Sir;

I received the letter and Pay Bills yesterday and to day received the wages from the Navy Agent —

I have spent the morning in settling as far as I could and pray your directions as to some of the men. Delavan & Frain are now in the Curtin Light Guards, at or near Washington; and Allegard & De Compostea are at Bellefonte, Pa. — Mr. J. Paquin presents an order to receive those four mens pay — Am I authorised to pay him? The Act of Congress leaves me in doubt.

Chs. Dittman is also in the Army and his aunt has an order from him. The same question occurs as to this case.

The orders are as follows,
I authorize &c to receive — months pay

(naming the amount) due me from M de Villeroi, &c —

Henry Lambert sailed to Liverpool. I did not engage him, according to your suggestion. I told his brother to write to him informing him that I had received his pay.

M. A. Guetteau is in New York, — He left me his address requesting me to inform him when his pay would be received. I will write him to draw on me, stating the a/c, which I will furnish you as a voucher.

I have written to M de Villeroi to meet his men at my office on Friday, & that he must present his vouchers for board &c paid for them.

I herewith enclose the Receipts of the Crew, & will furnish the residue as paid. In each case of payment I have reserved the board and, as the men desired a receipt in full, gave each a memorandum to be held until Friday and then settled.

I also encl

(naming the amount) Due me from M de Villeroi, &c —

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I herewith enclose the Receipts of the Crew, & will furnish the residue as paid. In each case of payment I have reserved the board and, as the men required a receipt in full, gave each a memorandum to be held until Friday and then settled.

I also enclose the Report

Bureau of Yards & Docks.
5 June 1862.

Hirst, Wm L.
Philadelphia

Your letter of the 4th inst. with enclosures, has been received.

You will use your own discretion as to paying the orders of absentees – Having receipted for the amount of their Services, it remains for you to settle with

C. N. W. R.

with the crew of the Propeller. The Bureau always requires the receipt of the party to whom it is indebted, and payment is made to the agent authorized to receive the money when he produces the receipt of the principal.

I enclose bills approved for the amount due for the past month, including the charge for your own services, which is satisfactory, as it embraces any future requirements which may be made on you. I propose to put the crew of the Propeller on the rolls of the Paymaster of the Yard, and the men under regulations from the 1st instant.

After you shall have seen Mr De Villeroi, you will let me know what he says, and how he seems disposed for service.

I presume from Mr Eakin's report the vessel is now ready excepting the application for supplying her with air.

Respectfully
Yr. obt. Servt.
Jos. Smith

rec^d. 9th June

Philadelphia ~~May~~ June 7th 1862

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Commodore Joseph Smith,

Sir,

In your last letter of May 19th you announce to me, that a new commander is to superintend the operations of the propeller and that my men will be paid. For this latter I thank you; but it is necessary that we should understand each other.

In granting 16 dollars a month for the board of my men, namely $ 3.39 a week the Department has well understood to make a Bargain ? with me, to avoid the embarrassment of the difference in prize, the mean sum of $. 3.69. Thus, the most simple manner to regulat this part of the account, that I have either paid or given security for it, to deposit the whole sum due from January first for board of the 20 men, whose petition I have approved. I will settle the accounts for board due to others as well as to me. The orders will be paid by your agent and the remainder will cepay me, for what I have advanced

The receipts will prove it.

The payment for the 21 days of December, which I received in May only (see my receipt) I have kept to repay myself partly for the money that I have advanced for board and cash during four months, and for some even more. I will have to pay the balance of their accounts of the 21 days. My written orders with the sums, that they have received will be equally closed by your agent. Thus all will be settled without misreckoning and confusion. Why complicate such simple things? As to the month of November all has been settled in time with the four men, according to their own conditions. They have nothing to claim. I will give this note also to your agent to avoid all false claims created by malevolence.

As the Government does not admit my services, I think there will be no difficulty in returning to me the sealed packet, that I have deposited with Mr. Hirst, and which was not to be opened but in case of my death in the service of the Government.

I have the honor to be

Respectfully

your obedient servi

Bureau of Yards & Docks.
9. June 1862.

To Villeroi. M.
Philadelphia - Pa

Your letter of the 7th inst has been received.

When the Department decided to take the boat and pay the builders, it notified you that your services were required, and you were directed to go on and complete the boat. You were also informed that your pay as well as that of your crew would be allowed from the date of its suspension. You thought proper not to notice the letters — The crew of the vessel have been paid according to agreement.

If you have become responsible

for the board of the crew, you must look to them and to Mr. Hirst to be reimbursed — The Department made no engagement to pay for subsistence — the bargain was, a stated sum, in full for pay and Subsistence.

In not complying with its requirements the Department considers that you have been derelict to your engagements according to the stipulations of the Contract to which you were a party, and feels justified in employing the invention without your aid.

Respectfully
Yr. Obt. Servt.
Jos. Smith