**NARA Letters**

**De Villeroi to Welles, 26 April 1861**

CITATION: NARA RG71, Misc. Letters Sent and Received, Bureau of Yards and Docks 1861-1863, De Villeroi, Brutus to Welles, Gideon, 4/26/1861.

Philadelphia, April 26th 1861

To the Hon. Gideon Welles, Secretary of the Navy.

Sir,

In the grave circumstances which threaten the Union of this great country and perhaps its independence, in the end, all available means which can be made to contribute to the success of the great cause should be had recourse to, and those that present the greatest promptitude and are the most economical when brought into requisition, should be preferred. I therefore wish to propose to you, Sir, an instrument of the greatest use in warfare, by avoiding the loss of time and obviating the difficulties of calculation in those circumstances in which it is necessary to ascertain the distances of inaccessible points, often aimed at, so as not to consume ammunition to no advantage.

It is an optical instrument having the form and appearance of an ordinary spyglass, giving the distance from one point to another, and superseding all actual measurements and the long and difficult operations of trigonometry–operations, which, in many cases, it is impossible to perform for want of bases (see the pamphlet hereinclosed and the report of the Franklin Institute contained in it)–which report, however, only treats of it in reference to geodesical operations.

After having assured yourself, through a comparison, such as Captain DuPont of the Philadelphia Navy Yard, of all the advantages claimed for this instrument, should you be desirous of its adoption in the Navy, I would place myself at your disposal, at any time, in practicing such persons in the use of it as would be called to employ it.

I remain, Sir, YOS,

De Villeroi

**Report on de Villeroi Submarine (Hoff, Steadman, and Danby), 7 July 1861**

CITATION: NARA RG71, Misc. Letters Sent and Received, Bureau of Yards and Docks 1861-1863, Report on de Villeroi Sub to, 7/7/1861

Navy Yard Philadelphia

July 7th 1861

Sir

In obedience to your order of May 30th 1861 the Diving Machine of Mr. De Villeroi being reported ready for inspection, we proceeded to Delanco, New Jersey to examine it and have the honor to make the following report.

The Submarine Propeller submitted to our investigation consists of an iron cylinder, cone shaped at the two extremities about thirty three feet in length and four feet at its greatest diameter. It is propelled by means of a screw in the stern with two {?}Pinions, one on either side, resembling somewhat a whale in external form and appearance. Light is communicated to the interior by means of glass bull’s eyes on the back, thirty six in number. An ellipsoidal section eight inches in height, opening at will affords entrance and exit for a crew of from six to twelve men, according to the speed required; A corresponding section at the bottom of the boat admits the egress of the divers, who, breathing by means of tubes attached to the boat are enabled to perform submarine operations, such as raising sunken cargoes, and attaching torpedoes to the bottoms of hostile vessels. An artificial atmosphere perfectly respirable by the men is generated by the inventor by a chemical process so that the submerged boat executes its maneuvers without any connection with the surface. Its entire apparatus is contained in the interior and invisible from the outside.

In justice to Mr. De Villeroi we should state that the boat in question was constructed for salvage purposes and not for war uses, (for the latter, he propose if his services are accepted by the Government to **construct another on a larger scale** whose greater capacity would afford additional facilities for the maneuvers of the men while it would also be provided with greatly increased power of propulsion) so that in the experiment we have considered the machine employed simple as a model to demonstrate the principles to be established by the inventor.

From the experiments we have witnessed, corroborated by those made previously, we consider that Mr. De Villeroi has demonstrated the following principles:

1st The ability to remain submerged for a length of time without communication with the surface or external atmosphere and without the least fatigue or exhaustion to the men.

2nd That of sinking and raising his boat at pleasure making repeated immersions and emersions.

3rd Ability of the men to leave and return to the boat while under water.

4th Ability of a man leaving the boat to live for a length of time, breathing by means of a tube connected with the boat.

With regard to locomotion, the commission cannot form any decided opinion, but are under the impression that propulsion power, in a machine of greater size, by manual labor, could be brought to move it at the rate of one mile per hour, above and below the surface of the water, at will.

We feel assured of the fact, that with such a submarine boat, properly constructed and efficiently manned, it is possible, a vessel being near, advantage could be taken to descend, and take a position under her bottom, and by means of one of her crew to pass out of the machine and operate on her by attaching some engine of destruction, and returning to a position of safety.

The application of these principles are obvious, whether for purely scientific purposes, as the examination of the bottoms of lakes and harbors or for raising treasure and cargoes of sunken vessels.

We therefore consider that the services of this distinguished French Engineer would be very valuable to the Government, and that the possession of his invention would be an acquisition of the greatest importance.

It is evident that in the event of war, with a foreign power the mere knowledge that we possessed such a mysterious invisible engine of destruction, would have the effect of producing great caution on the part of invading fleet in our waters, causing apprehension and alarm in the minds of those on board as to their safety while lying at anchor in a river or a roadstead.

The examination of the Telescope called for in your order, has not been made [it] having been brought to our note by the inventor.

Capt. S.F. Dupont

Com’d’g U.S. Naval Station

Philadelphia

Very respectfully Your Obed’ Servant’

Henry K. Hoff Commander

Charles Steadman Commander

Robert Danby Chief Engineer

**Proposal from de Villeroi to Build, Undated**

CITATION: NARA RG71, Misc. Letters Sent and Received, Bureau of Yards and Docks 1861-1863, De Villeroi, Brutus to Proposal to build, undated

Offer to sell submarine and services

The owners of the Villeroi Sub-Marine Propeller having proposed to dispose of this new arm to the Government of the United States respectfully submit the following proposition.

They will sell the said invention with all the specifications, plans, drawings, and secrets pertaining thereto, and the boat already constructed for salvage purposes, with all the apparatus connected therewith for a sum of money to be hereafter agreed upon.

Mr. Villeroi would offer his services to superintend the construction of the boat, drill the crew, and conduct in person the sub-marine operations.

Should the First proposition made by the owners of the Villeroi sub-marine-propeller not meet with the approval by the Government of the United States, they respectfully offer to substitute the following.

Proposition No. 3

They would agree to superintend the construction of an iron submarine propeller for hostile operations, not to exceed in cost fourteen thousand dollars, and to be completed in forty days after the contract (the Government to pay for the work as executed)—and to dispose of said invention with all the plans, specifications, secrets etc., pertaining thereto for a (larger) sum of money to be hereafter agreed upon, contingent upon the success of the said vessel, the money to be paid as soon as the boat shall be satisfactorily tested by a commission appointed by the Government.

As it would be necessary to the Government to have the boat already built (the same reported upon by a Commission of Officers at the Philadelphia Navy Yard July 7th 1861) as a school of instruction to drill a crew while constructing another upon a larger scale for war purposes, the owners would expect the Government to take the same at cost.

Should the first and second propositions respectfully submitted to the Government of the United States by the owners of Villeroi Sub-marine propeller be rejected they would agree to contract to perform a specific undertaking.

They will contract to blow up one or more vessels of war at the Norfolk Navy Yard for a sum equivalent to the damage inflicted upon the enemy, to be paid them on the destruction of the property.

**De Villeroi to Lincoln, 14 September 1861**

NARA RG45 Bureau Letters, 1861, Volume III, De Villeroi to Lincoln, 9/14/1861.

To His Excellency, Abraham Lincoln

President of the United States

Sir,

In the grave circumstances which threatens the Union of this glorious country and perhaps its Independence, in the end, no means whatever, defensive or offensive, should be neglected, for courage and the holiness of the cause are sometimes in vain to restore order and to make the right triumph. Victory too often leans toward force and stratagems. In war, the best system, beyond all doubt is that one which at the same time that it economized men and money can present results the most prompt and decisive; in other words that can produce great effects with little means. In this train of thought, I wish to propose to you a new arm of war as formidable as it is economical. Submarine navigation which has been sometimes attempted but as all know without results owing to a want of suitable opportunities and necessary improvements is now a problematical thing no more. The last experiments which have been made at New Castle and at Marcus Hook on the Delaware River have demonstrated positively that with a submarine that, like mine well-constructed and properly equipped, is becomes an easy matter to reconnoiter the enemy coast to land men, ammunition, etc., at a given point, to enter harbors, to keep up intelligence, to carry explosive bombs under the very keels of vessels, without being seen. With a view such boats, manned by about a dozen men, the most formidable fleet could be annihilated in a short time. The one that I have experimented with is thirty-five feet in length, is built of iron and is furnished with a screw propeller. It can be made to go on the surface of the water at any depth almost below and without any communication whatever with the external atmosphere. When under water the men can go out of the boat to perform any work, to remove any object from the bottom, etc., and come in again without the least difficulty (See the ? and *United States Gazette* here inclosed [clippings]).

After this communication, Sir, should you [find] my services to be profitable to the grand cause of the Union, I could place myself at your disposal with my boat and a well-practiced crew. And Sir if several such boats be deemed necessary I could have them promptly built and respective crews could be made to practice [the last two lines of the letter are obscured.]

I have the honor to be, with distinguished

Consideration, Your Excellency’s Most Obedient Servant

De Villeroi civil engineer

1325 Pine Street

**From de Villeroi to Welles, 26 September 1861**

CITATION: NARA RG71, Misc. Letters, de Villeroi to Welles, 9/26/1861.

Philadelphia 26th Sept 1861

Hon: Gideon Welles, Secretary of the Navy, Washington

Sir,

Some time since two reports were made to the Navy Department relative to a proposition I had made tendering my services to the Government of the United States. They were submitted by a commission of officers attached to the navy Yard at Philadelphia, appointed by Capt. Dupont.

One of these reports referred to my plan of submarine navigation and the other to a telescope so constructed as to show the distance from one point to another (whether accessible or not) without the necessity of any calculation or actual measurement whatever.

The experiments having proved satisfactory to the commission under whose inspection they were made, I am desirous to know the result of their reports, and therefore beg leave to request sir that you will do me the favor to cause me to be informed of what conclusion the Government has come in regard to the offer of my services.

I have the honor to be, Sir, YOS,

de Villeroi, Civil Engineer

1325 Pine Street, Philadelphia

**Smith to Welles, 16 October 1861**

CITATION: NARA RG71, Misc. Letters Sent and Received, Bureau of Yards and Docks 1861-1863, Smith, Joseph to Welles, Gideon, 10/16/1861

SFLM Doc #7

Sir

I have the honor to acknowledge the reference to this Bureau of the report of the Board of Officers of whom Captain Hoff of the Navy was the senior, on the plan and performance of a submarine apparatus by Mr. De Villeroi and beg to submit the following remarks.

I have given the report a cursory examination and find that some of the features of this invention have been used by Professor Ryerson of New York but to what extent, I am unable to say. Mr. De Villeroi supplied an atmosphere by chemical process, but the means are not stated nor the mode of raising and lowering the submersible in the water at the will of the operator.

The experiment appears to have been quite satisfactory to the Board, but in my opinion the trial was made on too small a scale to test the efficiency of such a vessel for war purposes.

For many years the ingenuity of man has been taxed to invent a means of destroying an enemy's vessels by attaching explosive machines to their bottoms, but such means have not to my knowledge, ever yet proved successful. There is a difficulty of hold[ing] on whilst attaching the instrument of destruction to the vessel, when the operators cannot touch the bottom.

I infer that a vessel could be constructed upon this proposed plan, which would enable those trained to the work to move at pleasure under waters at a slow rate of speed, provided the current be not to great, and the compass be properly adjusted to the interior of the iron vessel.

If the boat proposed by the inventor can be propelled at the rate of three miles per hour, and the persons working it can detach themselves from it and operate outside, returning to it in safety, the invention might prove useful against vessels in an enemy's port or in a roadstead.

To make a more extended and perfect test, a boat should be built under the direction of the inventor, the cost of which I am informed will not exceed $14,000 and men employed who are trained to work it. Such a vessel could be used for war purposes as well as for general submarine explorations.

The inventor and his friends propose to enter into contract with the Government for a given sum, to destroy the vessels in the port of Norfolk, without pay in the event of failure. This would be a safe experiment for the Government, and probably the most satisfactory to both parties, provided the price to be paid is limited to the amount of damage inflicted on the enemy.

How far the Department may feel disposed to patronize this invention by a further test of its merits, or by contracting with the owners to perform certain service for a stipulated sum, is for you to decide.

The report of the Board is herewith returned.

I have the honor to be

Very respectfully, YOS

Jos. Smith

**Contract for Alligator, 1 November 1861**

CITATION: NARA RG71, Misc. Letters Sent and Received, Bureau of Yards and Docks 1861-1863, Contract for Alligator to, 11/1/1861

SFLM Doc #9

Summary/Transcript

This agreement, made and entered into this first day of November, A.D. one thousand eight hundred and sixty one, between Martin Thomas of one part and the United States by Gideon Welles, Secretary of the Navy on the other part, witnesseth:

First: The party of the first part will construct and deliver to the party of the second part within forty (40) days from the date of this agreement, an Iron Submarine Propeller of the plan of M. de Villeroi, at least fifty six inches (56") in width and sixty six (66") inches in height and forty five feet in length, for the sum of fourteen thousand dollars to be paid when completed and delivered, ready for use within ten days after delivery and certificate is in all respects ready for service.

Second: The government of the United States will employ M. de Villeroi to superintend the construction of said propeller, as well as in its employment for actual service when required, and agrees to pay him for his full services at the rate of two thousand dollars per annum whilst thus employed, his pay to commence with the date of this agreement: also to pay reasonable wages to the crew of said propeller, and to transport it from Philadelphia to the place or places where the Secretary of the Navy direct it to be used.

Third: In case the said de Villeroi shall perform valuable services with said propeller for the United States by the destruction of an enemy's ship or vessel by direction of the Secretary of the Navy and to his satisfaction, then the government of the United States shall pay to the party of the first part a further sum of eighty six thousand dollars ($86,000) subject to and appropriated by Congress.

Fourth: The secret of said invention shall be divulged by the inventor, M. de Villeroi, under his solemn oath or affirmation in a written paper subscribed by him to be sealed and deposited with the Chief of Bureau of Yards and Docks, with the certificate thereon of Mr. W.L. Hirst that he has carefully examined the paper and firmly believes it to be of the secret of said invention, not to be opened until after the payment of said eighty six thousand dollars, or the death, disability or dereliction of duty of the inventor shall occur.

Fifth: The said invention shall not be used by or the secret divulged to any government, power or individual without the consent in writing of both parties to this agreement.

In the presence of S. Gough

/s/ Martin Thomas

/s/ Gideon Welles

**Smith to de Villeroi, 1 November 1861**

CITATION: NARA RG71, Misc. Letters Sent and Received, Bureau of Yards and Docks 1861-1863, Smith, Joseph to De Villeroi, Brutus, 11/1/1861

SFLM Doc #

De Villeroi, B

Civil Engineer

Philadelphia

By order of the Secretary of the Navy, you are hereby appointed and put in charge of the construction of the iron sub-marine Propeller, on your plan under the contract of this date with Mr. Martin Thomas — the vessel to be built in Philadelphia — you to select the crew, on terms to be approved by the Department, to work the same when completed.

Your pay will be at the rate of $2000 per annum for the time you shall be employed by the Navy Department to be paid monthly.

You will employ only such men for the crew of the vessel as may be absolutely necessary for your purposes and the Navy Department will furnish more men when you require them.

You will please be particular in the construction of this Propeller that no mistake be made and that it be well provided according to Contract in all respects, for immediate action in the service intended, of which you have been informed.

Respectfully, YOS

Jos. Smith

**Navy Department to de Villeroi, 30 November 1861**

U.S. Navy Department

To Brutus de Villeroi

For services of crew for sub-marine propeller under contract with Mr. Thomas dated 1st November 1861.

Henry Lambert at the rate of forty dollars per month $40

John Lambert 40

Alexander Rhodes 40

John Frank 40

$160

Bounty $10 each 40

$200

**De Villeroi to Smith, 4 December 1861**

CITATION: NARA RG71, Misc. Letters, De Villeroi to Smith, 12/4/1861.

Philadelphia, 4 December 1861

Commodore Joseph Smith

Bureau of Yards & Docks

Sir,

Will you have the goodness to certify to the correctness of enclosed bill, and inform me where in Philadelphia I can make application for payment and oblige?

Very respectfully, YOS

De Villeroi

Considering the kind of service, and that the men must be picked new, their wages will be placed at $24 with an addition of $16 per month for board and lodging. They will receive no clothes or advance of wages, but instead a bounty of $10 each. In the service, sailors are always lodged and fed, but the department observes the difference in this kind of service, and also the fact that it is difficult to find men to engage in it, and that inducements must be held out to them.

Very respectfully, YOS,

De Villeroi

U.S. Navy Department approved.

To Brutus de Villeroi

1861 November 30

For services of crew for Sub-marine Propeller under contract with . Thomas dated 1st November 1861.

|  |  |
| --- | --- |
| Henry Lambert at the rate of forty dollars per month. | $40 |
| John Lambert | 40 |
| Alexander Rhodes | 40 |
| John Franc | 40 |
|  | $160 |
| Bounty $10 each | 40 |
|  | $200 |

**From Thomas to Smith, 5 December 1861**

CITATION: NARA RG71, Misc. Letters Sent and Received, Bureau of Yards and Docks 1861-1863, Smith, Joseph to Thomas, Martin, 12/5/1861

Bureau of Yards and Docks

5 December 1861

Thomas, Martin

Philadelphia

I enclose approved bills for services of four operatives on the Submarine Propeller under your contract— also agreement to serve, with the oath of allegiance to be subscribed before a magistrate authority to administer oath — the oath of allegiance is to [be] administered to M. de Villeroi also, as an employee of the Government. You will not deliver the bills before the agreement is signed and the oaths administered. These conditions being complied with, the bills after you have certified to their correctness may be presented to the Navy Agent at Philadelphia, who will draw on the Bureau for funds to pay them.

Respectfully, YOS

Jos. Smith

**From de Villeroi to Smith, 7 December 1861**

CITATION: NARA RG71, Misc. Letters, De Villeroi & Thomas to Smith, 12/7/1861.

Philadelphia

December 7th 1861

(Received 10 Dec)

Commodore Joseph Smith

Chief of Bureau of Yards & Docks, USN

Sir,

As inventor of the Propeller and Superintendent of its construction it becomes my duty to submit some observations in the interest of this extraordinary work in the contract for which it would have been well to consult me.

At this moment, the boat is almost entirely finished and the contractor has hastened it with all possible dispatch but the forms differ so much from ordinary construction that it was scarcely possible for him to appreciate fully the question of time requisite for the work.

The bulk being almost entirely finished it would be proper and even essential to take suitable time for the completion of the delicate pieces of the interior for in a work for this importance the success of the operation and even the lives of the men ought not to be risked for want of a few days more than the contract calls for which might be the effect of hurrying the work on the details which require greatest care.

I therefore beg you to grant me fifteen or twenty days more and on my part I shall neglect everything in every kind of improvements which may assist in producing full success.

Very Respectfully, YOS

De Villeroi, M

Martin Thomas

NB. I have engaged the services of five more men to commence from the first of December and among the five thus engaged have four of my old crew.

**Smith to Thomas, 9 December 1861**

CITATION: NARA RG71, Misc. Letters, Smith to Thomas, 12/9/1861

Bureau of Yards and Docks

9 December 1861

Thomas, Martin

Philadelphia

Your contract for the delivery of the submarine Propeller, ready for service in all respects expires tomorrow. Please state if the vessel will then be ready, as the Department must arrange for removing her to the field of action.

Respectfully, YOS

Jos. Smith

**Smith to de Villeroi, 10 December 1861**

Villeroi, Brutus, 12/10/1861

SFLM Doc #15

Bureau of Yards and Docks

10 December 1861

Villeroi B

Philadelphia - Pa

Your letter of the 7th inst. has been received.

The contract for the completion of the Propeller expires today. Upon the representation of the Contractor, Mr. Thomas of the causes of the delay, fifteen days extension of the time for completion of the vessel has been granted, within which time it must be ready. **That you were not consulted as to the time for constructing the vessel** is no fault of mine.

Why do you want more men before the propeller is ready?

I presume you do not propose all your men alike **but according to their ability and efficiency.** No further bounty can be allowed.

Respectfully, YOS

Jos. Smith

**10 December 1861**

**Initial contract due date (1 Nov. 61 + 40 days)**

**Smith to Thomas, 10 December 1861 Tuesday**

CITATION: NARA RG71, Misc. Letters Sent and Received, Bureau of Yards and Docks 1861-1863, Smith, Joseph to Martin, Thomas, 12/11/1861

SFLM Doc#16

Bureau of Yards and Docks

10 December 1861

Thomas, Martin

Washington DC

Your contract for the Submarine Propeller expires today.

Upon your statement that the failure in the manufacture of some of the parts for the vessel caused the delay, fifteen days extension is hereby granted for its completion.

Respectfully, YOS

Jos. Smith

**Hirst to Smith, 20 December 1861 Friday**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 12/20/1861.

Philadelphia

Dec 20 1861

Commodore Joseph Smith

Chief of the Bureau

Dear Sir,

In view of the threatened trouble with England, would it not be well to build one or five more of de Valero's submarines. The expense would be a trifle, compared with possessing of the means of clearing our rivers and bays of blockaders.

M. de Villeroi has put his invention in writing and I have read it and sealed it up as provided in the contract, and signed the Certificate. I have no doubt of its success.

With great respect

Yours truly

W.L. Hirst

**Smith to Hirst, 21 December 1861**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 12/21/1861

Bureau of Yards and Docks

21 December 1861

Hirst W.L

Philadelphia, Penna

I have yours of the 20th instant. The Navy Department will not order any more of M. de Valero's Submarine Propellers till after the one now contracted for shall have been tried. If it performs all that the inventor sets forth, **no doubt more will be required.**

I presume you translated the description of M. de Valero's secret, and certified that it truly describes the invention.

Your respectfully,

Joseph Smith

**Hirst to Smith, 22 December 1861 Sunday**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 12/22/1861.

Philadelphia, December 22, 1861

Commodore Joseph Smith

Chief of Bureau, &c., &c.

Dear Sir,

Your communication of yesterday is received.

The suggestion as to multiplying the propeller was my own. I had not seen the parties. I felt, as a citizen, that such a means of protection to our inland waters would be very effective in the contingency of a war with England.

The statement of M. de Villeroi is simple and complete. I do not recollect whether it is translated, I know that the original is in French; for I went over it carefully and minutely, and was satisfied, but I do not recollect whether a translation accompanied it, and as it was sealed up, I am unable to say.

I received your telegraph this afternoon, and sent for Mr. Thomas. He says the propeller is on the point of being finished; it will be done in a day or two, but he is very emphatic on the subject of towing it by sea; he thinks it cannot be done; but that there is no risk in taking it by way of the Canal and Chesapeake Bay. I certainly think it is the most judicious mode of getting it to the point desired, unless it can be taken on board the *Brooklyn*.

Mr. Thomas will call on you on Thursday.

The sealed package, with my certificate, are in my fire proof, ready to be forwarded when requested. They have not been out of my possession.

Respectfully, YOS,

W. L. Hirst

**Hirst to Smith, 28 December 1861 Saturday**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 12/28/1861.

Philadelphia, Dec. 28, 1861

Commodore Joseph Smith

Chief of Bureau, &c., &c.

Dear Sir,

I have the honor to enclose to you a communication received from Mr. Schott in reference to the Villeroi Propeller.

The parties are considerably grieved at the delay, but the causes of it are so clearly and manifestly stated by Mr. Schott that I heartily second the request they desire me to make for a further extension of the time, for a fortnight from the date.

I am satisfied that everything that could be done, has been done, in good faith, and that the delay has been provided by causes beyond the control of the parties. It would be therefore unjust to base the forfeiture of the contract upon a delay of that character. Mr. Thomas, as well as the Messrs Schott, and also M. de Villeroi and his assistant, have been, daily and nightly, actively urging on the work; and nothing but the difficulties attendant upon a novel and secret mechanical work, could have stood in the way of their energy and industry.

Mr. Thomas’s health has actually been impaired by his constant attention to the work; otherwise he would have visited you in person on Thursday as he expected and promised; but he says that he will start as early next week as his health will permit.

I trust that with this explanation you will cheerfully grant the extension of time asked for. The parties confidently hope that the work will be completed by this day week, and it is this their purpose, as it [is] their interest, to close it as quickly as possible, but to avoid all apprehension of any further application for time, they name a fortnight as the most remote time possible.

With great respect, YOS,

Wm. L. Hirst

**Schott to Hirst, 28 December 1861 Saturday**

CITATION: NARA RG71, Misc. Letters, Schott to Hirst, 12/28/1861.

Philadelphia, Dec. 28th 1861

Wm L. Hirst, Esquire

Dear Sir,

In reply to your interrogatory “how soon will the submarine propeller be ready for transportation?” I beg leave to state: that with the exception of brief visits to Washington in relation to the “Villeroi Glass,” I have devoted my time daily to a general supervision of the construction, having explained to the workmen all the plans and drawings for Mr. de Villeroi, and having used every exertion to push on the work to a speedy completion. Unforeseen accidents, as well as the modifications introduced by the inventor have somewhat retarded it: pieces of iron injured by the fire or working have been rejected, and some portions of the details from the workmen not knowing what they were making (owing to the secrecy involved), had to be thrown aside and made over. We were obliged to have recourse to another establishment for the propellers, and they caused some delay from the absence of any appropriate machinery, a machine having had to be made expressly for their construction.

I am instructed by Mr. de Villeroi to say that everything is now made; there only remains the assemblage of the pieces, and the placing of the machinery and apparatus, which requires little time. But there is one thing, perhaps not contemplated in the contract, which he considers indispensable, viz the painting of the interior white to aid in furnishing light, and the exterior dark green to protect from the action of the water, and to make it comparatively indistinguishable when he may require to rise to the surface. While the paint is drying Mr. de Villeroi desires to go to New York to procure divers. I understand from him that he has now completed his crew with this exception, having been obliged to secure when he could not only picked men, but those of undoubted loyalty and courage; but he could not obtain any professional divers here, and having been occupied day and night without intermission in his labors he has been unable to leave the city.

There is one consideration which requires the serious attention of the Department—the risk incurred by a hasty transportation of the boat without previous trial. It ought to be tested in order that any defects might be remedied before she leaves the docks of the contractors.

I have no hesitation in stating that no pains or expense have been spared in the construction. Everything is of the best material and workmanship, and as far as I can judge promises perfect success. Still, as new improvements have been introduced it is possible that a trial might develop some fault which could be corrected here without further expense and with less loss of time than if discovered subsequently.

I remain very respectfully, YOS,

Guy Bryan Schott

**De Villeroi to Smith, 29 December 1861 Sunday**

CITATION: NARA RG71, Misc. Letters, De Villeroi, to Smith, Joseph, 12/29/1861

SFLM Doc# 21

Philadelphia, December 29th 1861

Commodore Joseph Smith

Sir,

I have the honor to send the list of the new men of my equipage.

According to your instructions, I have delayed their engagement as long as possible, but I could not leave to the last day to complete the number, as the men I need are scarce and must be taken as soon as they are formed. Too many persons of high standing in the present circumstances give the example of treason and insubordination, to be prudent to trust the first comer among sailors. Consequently my crew is entirely composed of French. Not because they are better, than other in other respect, but I am sure of their fidelity and obedience. Moreover they learn during the construction to get familiar with the pieces, which they have to maneuver afterward. And even after the workmen have left and on Sundays they help me prepare the work for the next day. I only want the divers, but they are difficult to find at this season. I am obliged to go to New York for that, whilst the vessel is being painted inside and outside, [after variation?]

As to the bounty, if you can not grant anything under that name, it is possible to pass that miserable small sum of ten dollars under the title of recruiting and traveling expenses. Reliable men of good conduct who devote themselves to an exceptional services for the national cause deserve well some little favor.

**If the contractor had been willing to pay more liberally to have the work done on Sunday or in the night as it is done in the workshop, there would have been no delay.** As to me, I work day and night at the plans and surveying a good execution.

I have the honor to be

Respectfully, YOS

De Villeroi.

21b is a list of crewmen with their dates of hire.

Attached:

In the account of my salary for November there was a little mistake in the numbers. The twelfth part of $2000 is 166.66 instead of 164.40 which was put down.

I think sir it is convenient that our correspondence be direct. I am your engineer and not that of a contractor.

Following is my address:

De Villeroi #1325 Pine Street. Philadelphia. (and a list of men employed)

**Smith to de Villeroi, 3 January 1862 Friday**

CITATION: NARA RG71, Misc. Letters, Smith to De Villeroi, 1/3/1862

De Villeroi, B

No. 1325 Pine Street, Philadelphia

Your letter of the 29th ultimo has been received

I am happy to correspond with you but in matters of the Contract the Department knows no one but Mr. Thomas.

There is no authority for paying bounty to the crew of the vessel. You can get your divers if the contractor authorizes it. The Department notified Mr. Thomas that in as much as the completion of the vessel had been delayed so long beyond the time agreed upon, the vessel would not be received and paid for, until she shall have been tested.

Your salary for November was computed according to the regulations of the treasury at so much for the month of thirty days.

Respectfully, YOS

Jos. Smith

**Smith to Thomas, 3 January 1862 Friday**

CITATION: NARA RG71, Misc. Letters, Smith to Thomas, 1/3/1862.

Bureau of Yards and Docks

3 January 1862

Martin Thomas, Philadelphia

Mr. De Villeroi writes to the Bureau saying that he desires to employ divers. The Department does not object to it but prefers that the boat should be fitted for use and tested before further expense is incurred.

I enclose blank oaths of alliance in case more men shall be engaged which the Department will sanction if the vessel is completed within a reasonable time and shall prove satisfactory.

Respectfully, YOS

Jos. Smith

**Third deadline, 17 January 1862**

**De Villeroi to Smith, 18 January 1862 Saturday**

CITATION: NARA RG71, Misc. Letters De Villeroi to Smith, 1/18/1862.

Philadelphia, January 18, 1862

Commodore Joseph Smith

Sir,

The work is at last finished, concerning the pieces. These are now to be united, a work that requires a great deal of precision. I employ partly my own men for that, as it is necessary they should understand to put them together and to take them to pieces when the machine will be out of the shop. I am convinced the whole will go well. The work might have been hurried more, if it had been possible to buy many accessories ready-made, which required much time to construct in detail at the factory. But in the end the work is good and solid, notwithstanding some opposition in regard to economy that I had to contend with, for it seems that the patriotism of the contractors always sums up in dollars. As to me I hold to the glory of my work and to the success of future operations. I shall not give my certificate until after taking the ballast of lead as well as some pieces of platina, which have not yet been furnished to me.

When I suggested my invention and my services to your government, I did not put any pecuniary condition (see my letter to President Lincoln) and in the debate for the bargain which took place later, I was not even present. With the high intelligence that characterizes you, you must have judged that I was a man whom they wished to take advantage of, but it was necessary to put up with it, in order to succeed in serving the cause with which I sympathize.

Now that you have done away with the contractor, the business ought to be between the government and the inventor.

I have not yet received the check for the month of December for myself and my first four men. As to the new ones, the list of whom I have had the honor to send you, allow me to ask you whether they all must make their oath of enlisting on the same sheet of paper, or if it needs as many sheets as men. In order to avoid the multitude of dates of their engagements, I propose to put all on the 10th of December, this date being the middle between the engagements of the first and the 20th. Thus far I have been obliged to advance the money for their board every week.

I can secure two or three divers, but they ask at least $30 a month and board like the others, moreover they wish one month’s pay in advance.

Notwithstanding the authority of forming my own crew, I thought it necessary to submit these few questions to your approbation.

The boat moves by means of 18 side-propellers, invisible above the water. It can turn round in small space and sail backwards in case of necessity. I practice my men for these maneuvers on dry land. In the end the country will owe to you and to me the first adoption of the most formidable maritime weapon, which is at the same time the most economical in men as well as in money.

Who is to furnish me all the necessaries for the manufacture of the torpedoes, with which I should like to occupy myself immediately?

Respectfully, YOS,

De Villeroi

**Smith to de Villeroi, 22 January 1862**

CITATION: NARA RG71, Misc. Letters, Smith to De Villeroi, 1/22/1862.

Bureau of Yards and Docks

22 January 1862

De Villeroi, B

1325 Pine Street

Philadelphia

Your letter of the 18th inst. has been received.

I have approved and enclose herewith your bill for services and four of the crew of the Propeller for the month of December and twenty one day's services from the 10th. To the 31st December of the thirteen men last engaged, the whole amounting to $682.12. The money to pay your November bills was drawn for by the Bureau some weeks ago.

No further payments will be made until the Propeller shall have been completed and tested.

The Bureau knows no party but the contractor so far as furnishing of the vessel is concerned, and shall look to him to provide all the explosive apparatus to make her in complete in all respects. He had been informed that the extended time for completing the vessel has expired and the delay may cause the rejection of the vessel — In no event will she be accepted except upon satisfactory trial.

The charge for the crew of the vessel without performing any services in her is unusual and will be discontinued — As to the Divers, the question of their employment and pay will be decided when the vessel is furnished ready for service.

Respectfully, YOS

Jos. Smith

**Smith to Thomas, 23 January 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Thomas, 1/23/1862.

Bureau of Yards and Docks

23 January 1862

Martin Thomas,

Philadelphia

The delay in completing the Sub-Marine Propeller has extended so far beyond the time stipulated in the contract that the department will be obliged to relinquish the enterprise altogether.

Respectfully, YOS

Jos. Smith

**Torpedo construction begins, ≈25 January**

**Smith to Thomas, 29 January 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Thomas, 1/29/1862.

Bureau of Yards & Docks

29 January 1862

Martin Thomas, Philadelphia

From your last letter I inferred that your propeller would now be ready, but I have not seen you as you proposed. If the submarine boat is ready in all respects for action the department may desire to ship her on the *Rhode Island* from the Navy Yard Philadelphia in three or four days. If she is not ready then, the time for her immediate use will have passed.

The *Merrimac* is out of dock ready for trial at Norfolk.

Respectfully, YOS,

Joseph Smith

**Thomas to Smith, 29 January 1862 Wednesday**

CITATION: NARA RG71, Misc. Letters, Thomas to Smith, 1/29/1862.

Philadelphia, January 29, 1862

Comm. Joseph Smith, U.S. Navy

Dear Sir,

Your telegraphic dispatch arrived today. If it had arrived two hours earlier, I would have answered promptly, “Yes.” The propeller, that by working day and night, and Sundays as well as other days, [had] been pushed forward so as to be taken out of the shop, finished, drawn down to the wharf and by this morning early preparation was made to launch it. It was almost beyond belief that anything could happen to prevent the launch, in fact it seemed to all a certainty. But on inspection and the most careful reflection it was found necessary in order to make the success of the experiment a certainty, to substitute hinges, instead of rivets, in the guards or wings, in order to row backwards. The work was instantly put in hand and will be prosecuted night and day until completed.

I cannot but feel satisfied, that if you were an eyewitness of the exertions, the incessant vigilance and attention, the numerous improvements and nice adjustments, and the unexpectedly larger expenses of construction bestowed upon the vessel, you would find that the time and means consumed in making it perfect have been as necessary as it is indispensable to the government, that the invention shall be a certain success.

Nothing has been left undone, no expense or attention has been spared, to effect the result. It is my interest to finish it as speedily as possible, as every day adds to the cost; and I need scarcely assure you that the most perfect good faith has been observed in the execution of the contract.

I will advise you by telegraph the moment the launch takes place.

Most respectfully, YOS,

Martin Thomas

**De Villeroi to Smith, 30 January 1862 Thursday**

CITATION: NARA RG71, Misc. Letters, de Villeroi to Smith, 1/30/1862.

Philadelphia, January 30th, 1862

Commodore Joseph Smith

Sir,

The submarine boat is finished and if the weather had permitted it, I should have put it in the water on Monday or Tuesday; but I **did not think it prudent to expose my propellers** to the shock of the ice which is floating in the Delaware, also it had not been a favorable time to try the different maneuvers.

In consequence of the contractor having done his business badly, and not having or not seeming to have the smallest sum at his disposal for the things which I need besides the construction, I am waiting yet for the pieces of platina, the compass, the torpedoes, etc., without which I cannot make certain operations, that must ensure the complete success of the systems.

The constructor has shown much good will for the accessories in the construction but the chemical galvanic things are too strange to him to advance the money for them, as he is not himself the contractor.

As soon as the river will be free from ice, which I think shall soon be, I shall put the boat in operation. In the meanwhile I shall get it painted.

My crew is complete, except the divers, who for the moment are not indispensable.

Thanking you for the exactness with which you have been so kind as to send me my checks, I beg you to give orders for the payment. I have not yet received a cent for December and my men must live however.

Respectfully,

De Villeroi

**Smith to Thomas, 31 January 1862 Friday**

CITATION: NARA RG71, Misc. Letters, Smith to Thomas, 1/31/1862.

Thomas, Martin, Philadelphia

Your letter of the 29th instant has been received.

If the boat is not ready to go on the *Rhode Island*, the Department will not receive her afterward probably.

Respectfully, YOS

Jos. Smith

**Smith to de Villeroi, 1 February 1862**

CITATION: NARA RG71, Misc. Letters, Smith to de Villeroi, 2/1/1862.

Bureau of Docks and Yards  
1 February 1862

De Villeroi, M.

1325 Pine Street, Philadelphia

Your letter of the 30th ult. has been rec’d.

The Bureau will endeavor to have funds forwarded to pay your bills thus far approved. The Bureau fears your plan will not succeed—it was regarded as a doubtful experiment, but one which would warrant the expense of the trial.

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

Respectfully, YOS,

Joseph Smith

**Thomas to Smith, 3 February 1862**

CITATION: NARA RG71, Misc. Letters, Thomas to Smith, 2/3/1862

Private.

Philadelphia, Feb. 3, 1862

Comm. 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 water’s edge, fully expecting to launch it that day. M. de Villeroi, however, countermanded the order, 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 today, and from this evening I and the contractors under me have then performed faithfully our parts, the sole responsibility of any further delay will rest exclusively upon M. de Villeroi.

I think if you were to convey to him an intimation that he will not be 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 pay 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 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 operate [in] this weather. And at any rate I think the hint could do no harm.

Respectfully, YOS,

Martin Thomas

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

**Smith to Thomas, 5 February 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Thomas, 2/5/1862.

Bureau of Yards & Docks

5 February 1862

Martin Thomas, Philadelphia, PA

Your letter of the 3rd 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 M. de Villeroi on account of the crew until after the boat shall have been tested and received at the place which may be assigned for its operations.

Respectfully, YOS,

Joseph Smith

**Smith to de Villeroi, 6 February 1862**

CITATION: NARA RG71, Misc. Letters, Smith to De Villeroi, 2/6/1862.

SFLM Doc #34

Bureau of Yards and Docks

6 February 1862

De Villeroi, M

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, YOS

Jos. Smith

**Smith to de Villeroi, 8 February 1862**

CITATION: NARA RG71, Misc. Letters 1863, Smith to Thomas, 2/8/1862.

SFLM Doc #34

Bureau of Yards and Docks

8 February 1862

Thomas, Martin

Philadelphia, Pa.

Your letter of the 7th 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, YOS

Jos. Smith

**de Villeroi suffers a two-week attack of cholera, ≈11 February 1862**

**De Villeroi to Smith, 14 February 1862**

CITATION: NARA RG71, Misc. Letters, De Villeroi to Smith, 2/14/1862.

Philadelphia February 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 accessory 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 have not confidence enough in the promise of the contractor to allow the machine to be taken from the work shop without having in my possession all the complement 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 cavil 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 such consideration and I must let slip unnoticed the threats as well as the fine promises.

According to your last very positive instruction 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. Neafy (sic) or another solvable person to take all the bills into 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 or inspire them with sufficient confidence to get them without money. Those objects are two hydraulic jacks, a compass, a telescope giving distances, two pieces of platina or silver, a chest and some tools etc. The torpedoes 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, etc., etc.

Expecting yours orders on the above, I have the honor to be

Your obedient servant

De Villeroi, M

1325 Pine Street

Philadelphia

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 in safely in one of the basins of the Navy Yard until departure.

**Smith to de Villeroi, 15 February 1862**

CITATION: NARA RG71, Misc. Letters, Smith to De Villeroi, 2/15/1862.

M. de Villeroi, 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 received until another occasion offers.

You are employed to superintend and use the boat, under the contract with Mr. 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, YOS,

Joseph Smith

**Hirst to Smith, 24 February 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 2/24/1862.

Philadelphia, Feb. 24, 1862

Commodore Joseph Smith, Chief of Bureau of Yards & Docks

Dear Sir,

I regret very deeply the complications involving Mr. Thomas’s 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 perseverance, to avoid and 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 silver, &c demanded by M. Villeroi; and the information is conveyed to me by Mr. Schott and 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, and rather indignantly, disabused Mr. Schott of the notion that you would for an instant respond [to] such an attempt.

The boat is now complete, and can be launched at any moment. I would respectfully suggest that the launching be ordered forthwith—the boat transferred to its destination—and what you or any Engineer under your direction may think necessary can be furnished in an hour. M. de Villeroi will doubtless attend your orders to repair there, \_\_\_ the penalty the contract contemplates, and the government will thus, immediately, possess itself of a power that I have taken great trouble, as a citizen and as your friend, to place in your hands.

I hold the sealed statement of the inventor, ready to be transmitted to you, whenever you direct.

Respectfully,

W. Hirst

**De Villeroi to Smith, 25 February 1862**

CITATION: NARA RG71, Misc. Letters, De Villeroi to Smith, 2/25/1862.

Philadelphia, February 25th 1862

Commodore Joseph Smith

Sir,

An 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 superintendent of the object of Mr. Thomas’s contract, the latter having failed to fulfill 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 superintendent ought to cease with the construction of the propeller, 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 another 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 Messrs. Neafie & 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, would be used for the expenses of the crew.

By these means the propeller will be ready 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 government 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 advance all those you shall present to me. I do not wish that a person that takes advantage of others should be between the government 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, etc., they even get tobacco and brandy. But if my men are not paid regularly, how can they obtain clothes, lodging, board, washing, etc.? It is consequently indispensable to make an exception for 20 men, who are not in common service.

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

Respectfully, YOS,

De Villeroi

[enclosure]

B. de Villeroi

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 [sic] and they will see us paid, we will furnish you with what you may need.

Respectfully,

Neafie & Levy

**Smith to Thomas, 26 February 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Thomas, 2/26/1862.

Bureau of Docks and Yards

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. If however you will procure from the inventor, superintendent and operator, a certificate that the boat is complete and in all aspects 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 works satisfactorily the Department will pay for her with all the appurtenances complete for operations the price stipulated in the contract, upon your delivering to me according to agreement, to be kept sealed until after certain performances of the boat or the death, disability or dereliction of the inventor, the papers 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, YOS,

Jos. Smith

**Smith to de Villeroi, 27 February 1862**

CITATION: NARA RG71, Misc. Letters, Smith to de Villeroi, 2/25/1862.

Bureau of Docks and Yards

27 February 1862

De Villeroi, M.

1325 Pine Street, Philadelphia

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 submarine 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 superintendency and labor, and cannot proceed further until you and the contractor come to some terms for completing and delivering the vessel.

This Department has no control over the builders Messrs. Neafie and Levy, and do not know them in the contract.

Now, if the contractor will deliver the boat at Fortress Monroe within in ten days complete and ready for operation with your certificate to that effect according to contract, and you and your crew are thus 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, YOS,

Jos. Smith

**De Villeroi to Thomas, 1 March 1862**

CITATION: NARA RG71, Misc. Letters, De Villeroi to Thomas, 3/1/1862.

Philadelphia March 1st 1862

(Translation appended of Mr. De Villeroi, to French original)

Mr. Martin Thomas

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 object[s] 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 three days from this date. If you cannot do it by yourself, **get some soluble person** to be answerable for it. The Messrs. Neafie & Levy will gladly do it, provided they are sure of payment. You can make the arrangement with these gentlemen by means of a commission on the 14,000 dollars 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 75,000 dollars, it will not be long, before it will be solved.

The orders are positive: The contractor must furnish all you require or remit the contract to another.

Thus the answer to be given in three days from now is yes or no.

I have the honor to be.

**Thomas to Smith, 1 March 1862**

CITATION: NARA RG71, Misc. Letters, Thomas to Smith, 3/1/1862.

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

Philadelphia, March 1st, 1862

Mr. de Villeroi

Sir,

I have just returned from Washington where I had several interviews with Commodore Smith. The Department had pretty much abandoned all idea of taking the propeller, but finally reconsidered the subject with the following results. If the boat is tested satisfactorily and delivered at Fort Monroe, within ten days, with yourself and crew, the contract will be reinstated and yourself re-instated in our 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 the opportunity for an operation under most favorable circumstances, upon a vessel within less than a quarter of a mile of a point where their tugs can transport you.

On seeing your list of articles required the Commodore did not consider me bound to supply such an amount of metal for the battery and his opinion was subsequently strengthened by information from Prof. Bache for which see copy enclosed.

As to two hydraulic jacks, the Commo. remarked that you did not require them as you would find them on board every US vessel, certainly not two as you could only use one at a time. I have always desired to provide you with everything essential for an operation. To prove this I would [?] 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.

YOS,

Martin Thomas

PS I am ill today and confined to the house.

Attached note with list of required items

One iron trunk with 4 compartments for tools and Batt extras

1 vice, few files, chisels, caulking tools, & etc.

4 plates of platina (or 16 plates of silver) 12" square 1/8 thick

2 hydraulic jacks

2 setter padlocks

4 spounges [?] and balance of ballast

Attached note from Prof Bache

The Platina plates in the Electrolyte device of the [C. S.] office are not than thicker than ordinary writing paper a - a slip about 4 inches long & 1 inch wide.

When silver plates are platinized and used with chloride of iron the battery will last about 12 months, after which the silver plates must be recoated with platinum.

Yours

A.D. Bache

**de Villeroi to Thomas, 3 March 1862**

CITATION: NARA RG71, Misc. Letters, de Villeroi to Thomas, 3/3/1862.

Philadelphia, March 3, 1862

Mr. Martin Thomas

Sir,

The consultation of Mr. Bach 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 an affair of so much importance.

As to the hydraulic jack, I renounce 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 . . .

**de Villeroi to Thomas, 4 March 1862**

CITATION: NARA RG71, Misc. Letters, de Villeroi to Thomas, 3/4/1862.

Philadelphia, March 4th, 1862.

Mr. Martin Thomas

Sir,

When there is a question of an enterprise of honor and patriotism the French are accessible [susceptible?] neither to interest nor to intimidation; you ought to know that.

I have given you three 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 lose 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[ars] 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.

**Thomas to de Villeroi, 4 March 1862**

CITATION: NARA RG71, Misc. Letters, Thomas to de Villeroi, 3/4/1862.

Philadelphia March 4, 1862

Mr. Martin Thomas

Sir,

I should regret to substitute any one in "your place" as you suggest in your note of March 3d just received though I have little doubt that if presented to the Department your proposition might be accepted.

Believing your 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, and as the surface alone is essential. I am willing and 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 the 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 thick as ordinary tin, instead of “writing paper.” Such a battery will last over 12 months and is far beyond what you require.

An immediate answer is requested.

Yours &c,

Martin Thomas

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

\*enclosed were extracted from Turner's Chemistry denoting the most appropriate apparatus for chemical purposes,

Edition of Franklin Bache, pages 83, 86, 93.

Philadelphia March 4th 1862

Mr. Martin Thomas

(Translation appended of Mr. De Villeroi, to French original)

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 three 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 lose 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 your share in the $75,000 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,

**Hirst to de Villeroi, 8 March 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to de Villeroi, 3/8/1862.

(Included as copy in Thomas’s 10 March letter to Smith)

Mr. de Villeroi

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 now, with which you can buy all the silver you wish.

The Government will pay on accepting the boat, and that can be accomplished in a week or less. It is not therefore his desire to withhold what you desire; *au contraire,* $2500 will more than buy all the silver you wish. In addition to this he will purchase every other article on the list.

Truly yours,

W. L. Hirst

Joseph Smith to de Villeroi, appended to foregoing, undated

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

Respectfully, YOS

Joseph Smith

One iron trunk with 4 compartments for tools & battery extras.

2 monkey wrenches (& other tools), 2 hammers.

1 vice, few files, chisels, caulking tools, &c.

Spy glass, &c., &c. $100.

4 Plates of platina or 16 plates of silver, 12 in. square, ⅛ thick

2 hydraulic jacks

2 letter [*sic*] paddocks

4 sponges and balance of ballast

**De Villeroi to Lincoln, 8 March 1862**

CITATION: NARA RG71, Misc. Letters, De Villeroi to Lincoln, 3/8/1862.

SFLM Doc #45

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 superintendent of the construction.

Now the propeller is finished and ready to go on an expedition. The crew consists of 20 select Frenchmen whom I am able 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 representative 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 a 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 immersed 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, YOS,

De Villeroi

[**de Villeroi to Lincoln, 8 March 1862**

Stray scrap, seemingly associated with the letter to Lincoln ; “Your Excellency suggest the President or the SecNav

… properly equipped, it becomes an easy matter to reconnoiter the enemy’s coast, to land men, ammunition, etc., at any given point, to enter harbors, to keep up intelligences [and] to carry explosive bombs under the very keels of vessels [--all] that without being seen. With a few such boats, manned [each] one by about a dozen men, the most formidable fleet could be annihilated in a short time. The one that [we] have experimented with is thirty-two feet in length, is built of iron, and is furnished with a screw propeller. It can be made to go on the surface of the water [and] at any depth almost—below and without any communication whatever with the external atmosphere. When under water, the men can go out of the boat to perform any work, to remove any object from the bottom, etc., and come in again without the least difficulty (see the relation in the North American and United States Gazette hereinclosed).

After this communication, Sir, should you [find] my services to be profitable to the grand cause of [the] Union, I could place myself at your disposal [also] my boat and a well-practiced crew. And [should] several such boats be deemed necessary, I could have them promptly built and [their] respective crews could be made to practice . . .

… I have the honor to be with distinguished consideration, Your Excellency’s

Most Obedient Servant,

De Villeroi, civil engineer

1325 Pine Street]

**De Villeroi to Smith, 8 March 1862**

CITATION: NARA RG71, Misc. Letters, De Villeroi to Smith, 3/8/1862.

Philadelphia, March 8th, 1862

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. As usual 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 dollars), but of 2500 dollars; that is about 1000 dollars more than the price of the article I require. I have answered as was my duty to that insidious proposition. Then the Messrs. Neafie & Levy have renewed their proposition to furnish everything, 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 extract of the bills for the propeller with the complement it will amount to about 9000 dollars. That leaves a nice sum to reach the 14000 dollars. 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 dollars 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 patriotism.

Respectfully, YOS,

De Villeroi

**Thomas to Smith, 8 March 1862**

CITATION: NARA RG71, Misc. Letters, Thomas to Smith, 3/8/1862.

Philadelphia, March 8th, 1862.

Commodore Joseph Smith

Chief of Yards & Docks

Dear Sirs,

I enclose you the correspondence which has taken since I last saw you, between myself and Mr. de Villeroi. The amount 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 surfaces he asked for, but after consultation with such scientific men and chemists as Dr. Goddard, Mr. Rosengarten, Prof. Booth, Prof. Bache, and others, and after finding that they were sustained in their opinions by all the scientific work upon the subject, that no such thickness of metal is required as Mr. de Villeroi asks for (as the weight does not add to the force), I contested this point on principle; but finally surrendered even this, and 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 $14,000 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 and his responsibility to the department for that amount by the 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 and supported him and crew for years, at an expense of some $17,000, but who are owners of two-thirds of the invention. I have no fears that your dissertation will be induced by any misrepresentations however gross, to extend what may appear to Mr. de Villeroi the slightest encouragement to such a scheme.

If Mr. de Villeroi 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 and divers, that we are informed would be willing to undertake the blowing up of an enemy’s vessel; and we feel competent with “the secret” which would be at your disposal (by Mr. de Villeroi’s dereliction) to manage the boat with their assistance.

Very respectfully, YOS,

Martin Thomas

P.S. Please advise me of your receipt

***Virginia* sinks the *Cumberland*, 8 March 1862**

Major George F. Williams, *The Memorial War Book* (New York: Lovell Brothers Company, 1894), 130-2.

To give the reader some idea of the stoical courage and stern professional character of the older officers of the United States Navy in these trying and eventful days, it is only necessary to relate the following true incident. Lieutenant Smith’s father, old Commodore Joseph Smith, was Chief of the Bureau and Yards and Docks, on duty in the Washington Navy Yard. On Sunday morning, March 9, one of the younger officers entered the Commodore’s room, and sorrowfully announced the sinking of the two Federal war ships by the *Merrimac*. Commodore Smith silently gazed into his informant’s eyes for a moment, and then, with a smothered sigh, said: “Then Joe is dead?” “Oh, no,” replied the young Lieutenant. “It is said that the officers of the *Congress* surrendered and are prisoners.” “You don’t know Joe,” remarked the old veteran sadly, yet proudly. “If Joe’s ship is sunk, he’s dead, for he wouldn’t surrender, no more than I would. Later intelligence confirmed the Commodore’s belief in the stern courage of his gallant son, for young Joe Smith had indeed fought his last fight.

**Thomas to Smith, 10 March 1862**

NARA RG71, Misc. Letters, Thomas to Smith, 3/10/1862.

In reference to Hirst’s letter to de Villeroi of 8 March

Having thus failed to come to any arrangement with Mr. de Villeroi, I requested Mr. Levy to endeavor to bring him to some terms authorizing him to provide metal to any amount within the margin of $2000. On the failure of his mission, I authorized Mr. Hirst to inform Mr. de Villeroi that I would give him an order on the Department for $2500, to be paid out of the $14,000. Though sustained by the opinions of four scientific chemists, and all the printed authorities, I consented to the exaction rather than the enterprise should fall through. I put it in this shape to enable Mr. de Villeroi to get his own battery, having been informed that such an amount of silver would be worth about $2400, and because I had been unable to find anyone who had roller for sheets one foot square. And also that there might be some guarantee of the return of the metal if the boat was not accepted and some responsibility to the Government for it.

Mr. Hirst’s first note elicited a reply which gave no answer at all to the proposition, whereupon he addressed him in English as follows. (see 8 March, Hirst to de Villeroi)

Up to 2 p.m. March 10th no reply had been received by Mr. Hirst to this proposition.

Martin Thomas

**Hirst to Smith, 10 March 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 3/10/1862.

Philadelphia, March 10th 1862

Comm. Joseph Smith

My Dear Sir,

I regret that the difficulty with M. de Villeroi is not yet removed. I cannot understand his course. I am sorry to say so, and 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 part: the same amount, stated in my report as $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 vessels; tho’ if the afternoon paper 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 present matter may promptly avenge his fall by the destruction of the *Merrimac*.

Respectfully yours,

W. Hirst

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

**Smith to Thomas, 11 March 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Thomas, 3/11/1862.

Bureau of Yards and Docks

11 March 1862

Thomas Martin

Philadelphia, PA

Your letter of the 8th inst. enclosing your correspondence with M. De Villeroi has been received, as also a letter from Mr. Wm 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 involved with Mr. De Villeroi and must trust to him to have the vessel prepared in his own way. If you demur to giving him what he demands, the contest lies solely between you and him.

I regret the circumstances, 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, YOS,

Joseph Smith

**Hirst to Smith, 13 March 1862**

CITATION: NARA RG71, Misc. Letters, Hirst, to Smith, 3/13/1862.

Private

Philadelphia, March 13, 1862

Com. Joseph Smith

Chief, Bureau of yards & Docks

Dear Sir,

Mr. Thomas begs me to reply to your communication of the 11th 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 Villeroi shall not lose the benefits he would derive under certain 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 Villeroi than the above, as quoted; nor, in any event, entertain a proposition from M. de Villeroi or M. Levy or any other associate, which will despair Mr. Thomas of [the] benefits of the enterprise, if successful, which he would derive under existing arrangements.

Mr. Thomas has been greatly alarmed, and indignant, at the attempt of M. Levy to supplant him, after the expenditure of much means and labor, and he trusts, and permit me to add I concur in his belief, that the government will not entertain any scheme to compass so deceitful a collusion between Mr. Levy and the inventor, 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 that affair to an amenable termination; in fact, that the explanation of the primal 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, and he feels that a compliance with the above suggestion will accomplish the result understandable to all.

Respectfully,

W. L. Hirst

**Hirst to Smith, 14 March 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 3/14/1862.

Bureau of Yards and Docks

14 March 1862

Hirst, Wm. L.

Philadelphia

Your letter of the 13th has been received.

I do not mean to have anything to do with any other party but Mr. Thomas 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 consider the contract 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, YOS,

Joseph Smith

**Hennet to the *Public Ledger* (Philadelphia), 26 March 1862**

**Submarine Vessels for Iron-clad Steamers**. And Great Consequences are Often Produced by Trifling Causes.–Who would think that the disaster at Hampton Roads, which cost the Union over one million in material, besides the loss of so many brave men and distinguished officers, depended on the non-execution of a small contract? The following is the fact.

After experiments of a system of submarine navigation were made before a commission of the Philadelphia navy yard, the Navy Department granted a sum of $14,000 for the construction of a submarine propeller after the plan and under the superintendence of the inventor, (a French civil engineer, Mr. de Villeroi). The vessel, not being finished in the time appointed in the contract, the time was generously lengthened, the boat nearly finished, and the crew engaged. Nothing was needed to send the propeller on an expedition but to complete the inner apartments, which, being independent of the construction, were to be furnished, not by the constructor, but by the contractor. The orders in this respect were positive, but the contractor persisted in refusing certain articles considered indispensable by the inventor, and the use of which ought ever to have been kept secret. The contractor desiring a speedy completion, with full confidence in the success, proposed to furnish the complement of the interior on condition of sharing the profit that would remain of the $14,000; the whole cost including everything, does not amount to $10,000. The contractor raised this proposition, the Department did not decide the question, and the moment for its joining the expedition passed, missing this, the best opportunity of showing the efficacy of this terrible means of making a maritime war almost without men and money. And all that at a time when hundreds and thousands of dollars are risked in construction, where result may be doubtful.

It is almost certain that if the submarine propeller that for the last two months has been lying at the factory of Messrs. Neafie & Levy, Philadelphia, had been in service at its destination (Fortress Monroe) things would have gone differently. The *Merrimac* would have been destroyed, or at least rendered harmless.

Louis Hennet, Engineer of the Submarine Propeller.

**De Villeroi to Welles, 29 March 1862**

CITATION: NARA RG71, Misc. Letters, De Villeroi to Welles, 3/29/1862.

Philadelphia, March 29 1862

His Excellence [*sic*], the Secretary of the U.S. Navy

Excellency,

Full of confidence in the loyalty of the government and in your personal justice, the undersigned have thought it proper to address you previously expecting a demand that may be very trifling for the state, but very important for them. The following are the facts.

By order of the Secretary of the navy, Mr. de Villeroy has been nominated superintendent of the construction of a submarine propeller and chief engineer to command the same with the authorization to engage the crew. Regulations were made for 17 men up to the first of January; three more were engaged on that day.

A letter from the Secretary, dated February 1st, orders to have the propeller and crew ready to go to Fortress Monroe on the 10th of February at the very latest. Thus it was very well understood that the crew was to be kept in readiness up to that time. Everything was ready for the projected expedition for some time, but the contractor, Mr. Martin Thomas, for reasons that we do not wish to detail, persisted in refusing certain articles needed in the machine, which the inventor considered indispensable. This refusal stopped everything and caused that the expedition was missed. Messrs. Neafie and Levy, the constructors of the propeller, confident of the success of that new invention, offered the contractor to furnish the complement on conditions, that were not accepted.

If the crew were in readiness to depart at a moment’s notice, they were necessarily in the service of the state. How is it possible, without being guilty of the greatest injustice, to refuse nourishment and pay for three months to those 20 Frenchmen, who devoted themselves to this new and extraordinary service for the cause of the union? Are they to be victims of either the avarice or want of credit of a base contractor? Surely not. That would be contrary to the noted humanity and dignity of the American people. The contractor cannot be excused for the delay caused by him alone in the execution of the contract.

The government had granted a sum of 14,000 dollars to complete the propeller. The expenses including everything do not amount to 10,000 dollars.

The following are the positive orders of the Navy Department in that respect:

“The contractor should furnish you with all you require or give up the enterprise at once.”

The above is the object, little but very just, of our demand: 3 months pay and board for twenty men, as it has been granted till the 1st of January.

Nothing has changed our determination to serve the cause of the Union. We are ready for any expedition that shall be ordered, but necessity has forced us to this step, for whilst we are doing our duty, we must live. As we have been engaged in good faith for the government, we can only ask for the fulfillment of our rights either you or as Frenchmen our ambassadors:

Most respectfully,

Louis Hennet, \_. Paquin, \_. Allegaert, Decarpentier, Francois, Louis Royet, Francois Laurent, \_. Paige, A. Geillner, Denis Poulin, Antoine Porte, Delano Alfred, Chiry Sebastian, J. Mournier, Alexandre Rhodes, John Lamber, Henri Lambert, Emile Coblentz, Jean Frank, Chas. Dittman

I certify that the foregoing statements are just and exact.

The superintendent and commander of the submarine vessel,

De Villeroi

*The petition is signed by 20 men. Eight of the signatories are not the same as the men reported by De Villeroi in his letter of the end of December 1861 (SFLM Doc# 21).*

**Welles to de Villeroi, 8 April 1862**

CITATION: NARA RG71, Misc. Letters, Welles to de Villeroi, 4/8/1862.

Navy Department  
April 8, 1862

De Villeroi, Philadelphia

The petition of Louie Hennet and others, signed by yourself as being correct, states, “A letter from the Secretary dated February 1st orders to have the propeller and crew ready to go to Fortress Monroe on the 10th of February at the very latest.”

You are requested to send this Department a copy of the letter in which is that order.

Very respectfully,

Gideon Welles

**de Villeroi to Welles, 11 April 1862**

CITATION: NARA RG71, Misc. Letters, De Villeroi to Welles, 4/11/1862.

Philadelphia, April 11, 1862

Honorable Secretary of the Navy, Gideon Welles

Sir,

I have the honor to send you a copy of the letter you desire, a passage of which is cited in the petition of my crew. That letter is dated February 27th instead of February 1st. The mistake in the date was made in copying. The one dated Feb. 1st says only: The contractor should furnish you with all you require or give up the enterprise at once.

I have the honor to be,

Respectfully, YOS

De Villeroi

Now that

**de Villeroi to Smith, 12 April 1862**

CITATION: NARA RG71, Misc. Letters, De Villeroi to Smith, 4/12/1862.

Philadelphia, April 12, 1862

Commodore Joseph Smith

Sir,

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

On January 22nd, you approved of my crew of seventeen men and ordered their pay for 21 days of December, saying: I have approved and 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 $682.12. The money to pay your November bills was drawn for by the Bureau some time 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 superintendent.

On the 27th of February you say: Now, if the contractor will deliver the boat at Fortress Monroe within in ten days complete and ready for operation with your certificate to that effect according to contract, and you and your crew are thus 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 Messrs. Neafie and 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 victims? 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 consequences may prove serious.

On the 10th of March you say: The time for the efficient use of the Submarine 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. [Note: This letter from Smith to de Villeroi evidently does not survive.]

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 forms to admit without decided motive and without compensation the revocation [?] of a Government officer and crew. In everything, forms and plausible motives are required. I am appointed officer by order of the Secretary. I can only be disposed by the secretary. The same is the case with my crew. The Secretary can discharge me and my crew, if he can justify 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 addressed to the President and Secretary of the Navy a week ago, by the use 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 subsist 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, YOS

De Villeroi

**Smith to de Villeroi, 14 April 1862 Monday**

CITATION: NARA RG71, Misc. Letters, Smith to de Villeroi, 4/14/1862.

Bureau of Docks and Yards

14 April 1862

De Villeroi, M.

1325 Pine Street

Philadelphia

Your letter of the 12th instant has been received.

You were employed to superintend the construction of the submarine vessel to be built on your plan by Mr. Martin Thomas. You came with him to the Department and [were] urgent to have your invention tested.

A contract was made to which you were privy because it provides that you are to submit the secret to a third party, which you have done. I understand also that by your agreement with the contractor you were to receive a portion of the proceeds of the enterprise, in case it fulfilled the stipulations of the contract.

The contractor declined to furnish you with certain articles, considering them unreasonable and useless, which others competent to judge so also thought, and the work stopped.

In consequence of the failure of the contractor to furnish the boat, you were notified that your pay and that of your crew would cease. This was in accordance with the contract, as you were to be employed as superintendent during the pleasure of the Government and no longer.

The disagreement and rupture between the contractor and yourself have caused the failure of the enterprise, and the Government has been compelled to terminate your employment.

You could not expect to receive pay for superintending a work which the contractor could not or would not complete, in consequence as I am informed of unreasonable exactions on your part.

I learn moreover that you have been too ill to execute the work of superintending and working the vessel after she was to have been completed.

Captain Davis of the Navy will shortly see the parties and endeavor to make some arrangement for testing the vessel.

Your appointment as Superintendent was made by the Secretary of the Navy through me, and payment for the services of yourself and crew was withheld by the same authority.

I do not conceive that you have any just cause of complaint against the Government.

Respectfully, YOS

Jos. Smith

**G. Bryan Schott to de Villeroi, 16 April 1862 Wednesday**

CITATION: NARA RG71, Misc. Letters, Schott to de Villeroi, 4/16/1862.

Philadelphia, April 14, 1862

Mr. de Villeroi

Sir,

I called this morning to ask to present to you an officer of the USN now in town through whom we hope to arrange the matter of the boat, but was informed you were not in. If you return in time please wait for me until one o’clock, when I will return to take you to see him.

YOS,

G. Bryan Schott

No reply

**W. L. Hirst to de Villeroi, 16 April 1862 Wednesday**

CITATION: NARA RG71, Misc. Letters, Hirst to de Villeroi, 4/16/1862.

Philadelphia, April 16, 1862

Mr. de Villeroi

My friend,

Have the goodness to come to my house this evening at eight o’clock. Mr. Davis, an officer of the US Navy, will be here. This affair must be finished this evening. Do not fail, I beg of you.

Very respectfully, YOS,

W. L. Hirst

No reply

**Smith to W. L. Hirst, 18 April 1862 Friday**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 4/18/1862.

Navy Department

April 18, 1862

Hirst, W. L.

Counsellor at Law

South 6th street, Philadelphia

The Department will assume contract with Martin Thomas if the boat will be ready to operate at Hampton Roads in ten days.

Joseph Smith

Bureau of Docks and Yards

**W. L. Hirst to Smith, 18 April 1862 Friday**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 4/18/1862.

United States Military Telegraph

Received: April 18, 1862

From: Philadelphia

To: Comm. Jos Smith, Chief Bureau

Boat ready for launching, delivery and transportation. Hope Capt. Davis is returning prepared to make payment and forward boat to destination as explained.

Wm. L. Hirst

**Smith to W. L. Hirst, 19 April 1862 Saturday**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 4/19/1862.

Bureau of Docks and Yards

19 April 1862

Hirst, W. L.

Philadelphia

Has Villeroi certified completion of boat and is he ready to serve in her; if not, how can the contract be executed?

Joseph Smith

**Smith to W. L. Hirst, 19 April 1862 Saturday**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 4/19/1862.

Bureau of Docks and Yards

19 April 1862

Hirst, W. L.

Philadelphia

Capt. Davis will see you Monday morning.

Joseph Smith

**Hirst to Smith, 19 April 1862 Saturday**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 4/19/1862.

United States Military Telegraph

Received: April 19, 1862

From: Philadelphia

To: Comm. Jos Smith, Chief Bureau

The certificate of completion was intended to satisfy the Government, which Capt. Davis’s personal inspection has demonstrated. Mr. Villeroi’s readiness to serve may be assumed. I cannot doubt he will obey your order, considering the consequences of dereliction stipulated by the contract. Send the six thousand dollars on account to obtain the boat. Mr. Thomas is prepared with proper assistants to complete the contract in every respect and manage the boat if necessary. I fully explained everything to Capt. Davis. I am waiting in my office for answer.

Wm L. Hirst

**W. L. Hirst to Davis, 19 April 1862 Saturday**

CITATION: NARA RG71, Misc. Letters, Hirst to Davis, 4/19/1862.

Philadelphia, April 19, 1862

Captain Davis

My Dear Sir,

I regret exceedingly that I am compelled to be absent at Schuylkill County Court on Monday, but the case there is so important, involving three millions of property, and the arrangements for the trial so peremptory, that I cannot help going. I make this explanation as any engagement not of importance would be waived to meet you.

I would advise as follows: to pay the $6000 and remove the boat to the Navy Yard, to deliver the necessary order to Mr. de Villeroi to report at Fortress Monroe on a given day. The other matters are mere detail which Mr. Thomas can arrange with you. The balance of $8000 can be settled with Mr. Thomas, who needs it for the further disbursements of the boat.

I would beg to urge on you emphatically the policy of prompt action in the matter. I regard every day’s delay in the appearance of the boat at Hampton Roads a serious injury to the Government. I trust you will not hesitate to exercise your fullest discretion and power to compel M. de Villeroi for his own sake to do his whole duty.

Your friend,

W. L. Hirst

**Smith to de Villeroi, 19 April 1862 Saturday**

CITATION: NARA RG71, Misc. Letters, Smith to de Villeroi, 4/19/1862.

Bureau of Docks and Yards

April 19, 1862

De Villeroi, M.

1325 Pine Street

Philadelphia

You will please resume your duties under the contract for the Submarine propeller, and your pay will be allowed from the last payment, with that of such of your crew as you choose to employ in the service of the boat.

If you decline to comply with these instructions, the Navy Department may feel authorized to open the sealed paper you deposited with Mr. Hirst according to contract, and use the secret contained therein. I trust you will comply.

Respectfully, YOS,

Joseph Smith

**G. B. Schott to de Villeroi, 22 April 1862 Tuesday** (see 24 April for reply)

CITATION: NARA RG71, Misc. Letters, Schott to de Villeroi, 4/22/1862.

Philadelphia, April 22, 1862

M. de Villeroi,

Sir,

I am requested to ask you if we should succeed in arranging for the sub-marine boat, and if for example we should obtain for you a complete re-establishment in your old position, the government giving you your back pay for the past. Will you launch immediately the machine and make your preparations without delay to obey the orders of the Department?

It will be expected that letting bygones be bygones on both sides, we should work harmoniously & energetically together to ensure a perfect success at the earliest moment. Please address reply to 410 Market Street.

YOS,

G. Bryan Schott

**Telegraph from Wm. Schott to Hirst, 22 April 1862 Tuesday**

CITATION: NARA RG71, Misc. Letters, Schott to Hirst, 4/22/1862.

Philadelphia, April 22, 1862

W. L. Hirst, Penn’a Hall, Pottsville

Captain D. is authorized to employ you as counsel. Services much needed here.

Wm. Schott

**Telegraph from Hirst to Wm. Schott, 23 April 1862 Wednesday**

CITATION: NARA RG71, Misc. Letters, Hirst to Schott, 4/23/1862.

W. L. Hirst, Penn’a Hall, Pottsville, 23 April 1862

Wm. Schott, Philadelphia

Not finished speaking. Home tomorrow. Let Mrs. H. know my advice to Capt. Davis was clear and explicit & if home would be unchanged.

W. L. Hirst

**de Villeroi to G. B. Schott, 24 April 1862** **Thursday** (see 22 April for initial note from Schott)

CITATION: NARA RG71, Misc. Letters, de Villeroi to Schott, 4/24/1862.

(Received afternoon April 24th)

Mr. Schott Sir,

I am an officer of the government or nothing. If nothing, I cannot give orders to launch the boat. If I am in the service of the government I can give orders, but, in pursuance of the instructions of the Secretary. This I have done to the present moment in every respect, both with regard to contractor and crew in spite of bad proposals. I am perfectly an eagle (correct). Then since there is no longer any contract or contractor, if the Government makes new arrangements it ought to make one a party to them officially and carry out towards me and my crew the engagements already contracted, especially the regular payments without which it is impossible for one to rely on my men. To avoid all personal responsibility if I am anything under the government I must have formal orders. As to the objects to be placed at my disposition, I have given my list. I require neither more nor less. The man who has undertaken to destroy your most formidable enemy, the *Merrimack*, merits I think some consideration on the part of the Government & even the nation. It is unfortunate that this has not been yet appreciated.

YOS,

De Villeroi

**Hirst to Smith, 28 April 1862 Monday**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 4/28/1862.

Bureau of Yards & Docks

28 April 1862

W. L. Hirst, Philadelphia

Your letter of the 26th inst. has been received.

The Propeller being now the property of the U. States must be delivered to the commander of the Navy Yard at Philadelphia.

I do not feel authorized to use the secret under the circumstances unless De Villeroi will in engage in the service after having been discharged and should again prove derelict.

Please inform the Bureau if de Villeroi is ready with the boat when a Steamer will be ordered to transport her forthwith.

Respectfully, YOS,

Joseph Smith

**Hirst to de Villeroi, 28 April 1862 Monday**

(Referenced in the series of explanatory letters supplied to Smith)

On April 28th Mr. Hirst wrote Mr. de Villeroi a friendly note to the effect that he was authorized to arrange the matter, had an official paper for him, and requesting Mr. de Villeroi to call and see him, which elicited the following response:

**De Villeroi to Hirst, 30 April 1862 Wednesday** (reply to Hirst’s of 28 April)

My Dear Hirst,

If you have anything to communicate to me, write me. I will answer in writing. I have replied in this sense to Mr. Schott. Ask for my letter; it answers every thing. I am weary of injustice and trifling. If I have not been appreciated, I must appreciate myself. The relations of such matters ought to be made officially to avoid new deceptions.

I salute you cordially,

De Villeroi

**Hirst to Smith, 1 May 1862 Thursday**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/1/1862.

Philadelphia, May 1st 1862

Commodore Joseph Smith

Chief of Bureau of Docks and Yards

Dear Sir,

The propeller has been launched and this afternoon towed to the Navy Yard and deposited there. Your telegraphic order removed all difficulty in that quarter.

The boat proved remarkably buoyant, and requires five or six tons of lead for ballast. The propelling fins were found to work with ease. The only fear Mr. Thomas entertained was on that point, and it is now removed. Still, the boat will be severely tested at the Yard, and if anything more is needed, will be added to it. The boat will also be adjusted there, with ballast, so as to float as required.

M. de Villeroi has not yet seen me, tho’ I have written to him more than once. I sent him a letter today fully explaining matters and hope he will attend to it without delay.

It was hoped that the boat would be launched and removed without public comment, but the inevitable reporters got to know of it. I send you their items. I have strong doubts, however, whether it is good policy to conceal. The fact of such an engine of destruction being in existence and in service would embarrass, and injure, the operations of the enemy.

I propose that you give a name to this Iron Fish or contact M. de Villeroi to do so.

I also suggest that an active, brave young officer of the Navy be detached to command her, and that he report to you the results of the tests and adjustments.

The bill of Neafie and Levy I have was $5816, but they agreed to reduce it to $5600 cash. They refused to take the Pay Bill. It had to be discounted. The necessary articles to apply will more than \_\_\_ the \_\_\_, say $2000 without the \_\_\_.

Respectfully,

Wm. L. Hirst

P.S. I begin to feel proud of this thing.

**Hirst to de Villeroi, 1 May 1862** (reply to de Villeroi’s of 30 April)

To M. de Villeroi

My Dear Friend,

I received your letter of yesterday. I have been much occupied during these distressing complications to arrange this matter. I think it approaches its termination. Capt. Davis, USN, was here the other day with necessary authority to receive the boat, and to replace you in your position under the Government, and instructed to consult me in regard to it. I was not in town and Capt. Davis was obliged to go to New York. On my return I met him in New York, and he gave me instructions and the necessary authority to terminate this affair; to pay Mr. Levy, and an official order to be placed in your hands to re-establish you in your position under the Government and to pay you and your crew your back pay. Imagine with what pleasure I have regarded this happy result; and this is why I have expected you, to communicate to you the instructions of the Captain.

I have also received an order from Comm. Smith to send the boat to the Navy Yard. He desires that you will act without delay.

A national vessel will transport to Fort Monroe the propeller with [???] the Engineer de Villeroi. Have the goodness to see me today; I am too much occupied or I would go to you.

Your friend,

W. L. Hirst

**De Villeroi to Hirst, 1 May 1862** (reply to previous from Hirst)

My Dear Hirst,

I thank you for the explanations you have given me in your last; but in all that I see nothing official. How is it that Mr. Davis had not given me personally any advice of his mission? I am then a cipher which placed by the scale of figures gives value without possessing any? I don’t count that way.

If the government has given you any powers, make use of them at once; make them give me in hand the back pay of myself and crew; furnish the complement of the propeller; the rest will go of itself; but no promises—they don’t pay board. When I receive from the Government my regular commission as well as all my back pay, and the complement of the boat, I will obey the instructions of the Navy Department. Without that all combinations are superfluous. If there is lost time it will not be my fault.

Cordially yours,

De Villeroi

**G. Bryan Schott to de Villeroi, 1 May 1862**

Mr. de Villeroi

Sir,

I have been a number of times to your house to speak with you on the part of Mr. Hirst, and also to post you with regard to the “attachment” (of the old boat), but it appears that you are never “at home.” As Mr. Hirst is authorized by the Government and other parties he will doubtless find the means of communicating with you to arrange the affairs of the boat. ...

G. Bryan Schott

**de Villeroi to Smith, 2 May 1862**

CITATION: NARA RG71, Misc. Letters, de Villeroi to Smith, 5/2/1862.

Philadelphia, May 8, 1862.

Commodore Joseph Smith

Sir,

In your letter of April 14th you announce to me the visit of Captain Davis, who is to examine the state of affairs respecting the propeller. I have not seen that officer, nor have I received a word from him, not even his card. And however it would have been proper that we should have seen each other.

I have received several letters from Mr. Hirst respecting some arrangements; but his position not being official for me, I could give no direct answer.

In his last (May 1st) he tells me that you gave him orders to send the boat to the Navy Yard and that you desire I should act without delay.

Am I in the service of the Government or not? If I am I must receive my instructions direct; also must I receive my regular salary for myself and my men, who were left inhumanly at my charge these last four months, notwithstanding my repeated demands.

From the Navy Yard (according to your orders) a vessel is to take the propeller and the engineer de Villeroi to Fortress Monroe. How am I considered in this important affair? I will do nothing without official orders and before everything is settled. Consequently I expect your orders. I have just learned from the paper (the *Inquirer*) that the propeller has been put in the water and taken to the Navy Yard, without that I received any information about it.

I have the honor to be

Respectfully, YOS

De Villeroi

**Hirst to de Villeroi, 3 May 1862**

My Friend,

I received your letter; my explanations perhaps were not full enough. I have had for several days, to place in your hands, an official order of Com. Smith to re-instate you in your position with arrearages for yourself and crew. I had hoped you would come and see me, taking into consideration how occupied I am and have interested myself in this affair simply as a friend. But if you will not I must send it to you. Now you will have the goodness to honor me with a visit, I have much to tell you. Endeavor I pray you to conform to the orders of the Government. Your invention is on the point of being illustrated and successful. I have worked hard to bring it up to the present moment.

It was on account of my friendship for you that my friends by my advice have spent their money freely to conduct the enterprise to success.

The boat is at the Navy Yard. Go there I beg you for the necessary supervision. Do not lose a day. In a few days the opportunity may pass, never to return.

Cordially your friend,

W. L. Hirst

**G. B. Schott to de Villeroi, 3 May 1862**

CITATION: NARA RG71, Misc. Letters, Schott, to De Villeroi, 5/3/1862.

Philadelphia, 3rd May 1862

20 minutes past 10 a.m.

M. de Villeroi

Sir,

I have called I don’t know how many times on the part of Mr. Hirst. Always the same reply, “Not in.” Yesterday I saw your wife and explained to her that I had some papers, one of them [from] Washington to place in her hands. She told me if I would return at eight I would find you. I went back—always the same reply, but the servant said you left word to return at ten tomorrow and you would see me. I have just come from your house after another useless visit. What explanation can be given of such conduct?

It is on a par with your conduct when Capt. Davis was here. When he arrived in town the first time, I immediately called upon you to inform you, and to ask you whether I should bring him to see you or take you to call upon him. “Not at home.” I wrote you immediately with regard to it, and the messenger brought back word that you would answer by five o’clock. At 5 o’clock no reply. I then returned to your house [as] uselessly as ever. Mr. Hirst then wrote you begging you to meet at his house an officer of the U.S.N. at eight o’clock. You did not come, did not even reply. You were sought for the next day with the same success.

And when Capt. Davis returned from Washington, I went again to your house, and the land lady told me that you and Madame had left the house; that she did not know where you had gone as you had left no address, and that she did not expect you back for a fortnight. (Yet the next day we learned you were in the house from a person who saw you there.) Capt. Davis had to go to New York the same afternoon, and how could you be found? Mr. Hirst was at Pottsville. When he returned three days afterwards, he had to go to New York to meet Mr. Davis without seeing you. There Mr. Davis received orders to go at once to the Mississippi, and committed papers and instructions to Mr. Hirst as counsel of the Department, in fine as agent of the government to settle the affair [of] the propeller. Since his return he has tried every means to see you, to give you an official order reinstating you in your position, etc. For this I have called so often lately to see you and to give in your own hand this paper. But if you will not go to see him, and if no one can see you at home, what can be done?

YOS,

G. Bryan Schott

63

**Smith to de Villeroi, 3 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to De Villeroi, 5/3/1862.

Bureau of Yards & Docks, 3rd May 1862

De Villeroi, Philadelphia

Your letter of the 2d inst. is at hand.

In my letter of the 19th ultimo, you were directed to resume your duties under the contract for the propeller; that your pay, and that of such of your crew as you chose to employ, would be allowed from the date of the last payment. You will therefore take charge of the boat and proceed with her in such conveyance as shall be provided by the Government to Fortress Monroe, and report to Flag Officer Goldsborough for duty with the boat. You will forthwith report any deficiency in the boat per telegram (to be paid here) and it will be supplied. On your reporting the propeller ready in all respects for service, and your willingness to take charge of and go in her, your pay and that of your crew will be allowed. If you do not so comply, the secret deposited with me will be used by the Government, and the boat sent off without you. An early decision and answer is requested.

Captain Davis reported that he sought you in vain for the purpose of an interview and understanding in the matter referred to.

You are of course in the service of the Government, if you comply with its orders; not only so, but by the terms of the contract, you were also concerned with the contractor in the success of the boat. The contractor having failed to comply with his engagements, your service could not be continued until other arrangements were made. Now, you have to decide quickly what you will or will not do.

Respectfully, YOS,

Joseph Smith

**Hirst to Smith, 3 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/3/1862.

Philadelphia, May 3, 1862

Commodore Joseph Smith

Chief of Bureau of Yards & Docks

Dear Sir,

When honored by Captain Davis with your instructions for settling the submarine propeller matter, having been authorized by the contract to give M. de Villeroi all he could properly demand, I apprehended no difficulty with the latter.

From the accompanying correspondence you will draw that all efforts to bring him to a meeting with Capt. Davis, and with me, have failed, and I was obliged today to send your dispatch, restoring him to his position, &c., to his boarding house, after some half dozen efforts of my messengers to deliver it in person.

The tenor of his notes is that he requires something more official, and cash in hand for his back pay and crew; if the latter part of his demand were complied with, I feel a doubt as to his inclination to proceed; but in that event he would be entirely under your direction, and the contract would fully protect you of that there is no doubt at all. Neither do I apprehend that, as the matter stands with the Government there is any doubt whatever that the contract may be fully executed. The question of time and the certificate of M. de Villeroi may be waived by the Department. It is upon the same principle that a contractor who binds himself to furnish goods to the Government within a certain time, to be inspected, may demand payment, tho’ the goods are not furnished in time, nor inspected, if the Government has received them and used them. Time and inspection may both be waived, this happens daily.

I know not what the motive of M. de Villeroi may be. His course is most extraordinary. He is very distinct, and like all inventors full of kinks, and without any business capacity. I feel it my duty to protect him against himself. His only objects are fame and the compensation due to him by the Contractor in case of success. These can be secured for him, by an energetic proceeding under the contract. The object of the Government is to possess an arm of such value, if successfully demonstrated. This can also be effected by the same means.

The Government has waived the point of time, and I recommend that an officer shall be appointed to take command of the boat, as I suggested. This would be necessary, I perceive, at all events, the certificate of that officer ought to rate for the Government.

I also suggest that you should write directly to M. de Villeroi to the effect that I am authorized to act for the Department in the matter. I think that such a dispatch from you would bring him immediately to me. He has, as yet, had nothing but my word to assure him that I had any such authority; and he is naturally suspicious.

Mr. Neves [Neafie] will commence on Monday morning to ballast and adjust the boat and test its performance. He has seen the crew who are enthusiastic to go with the boat, and Mr. Neves is ready to assist personally in the expedition.

I am respectfully, YOS,

W. L. Hirst

P.S. I have received the enclosed note from W. Michael, Esq. Please read it.

**Smith to de Villeroi, 5 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to de Villeroi, 5/5/1862.

Bureau of Yards & Docks

5th May 1862

De Villeroi, M.

1325 Pine Street

Philadelphia

In my letter of the 19th ultimo and 3rd inst. instructing you to complete the Propeller and go in her to Fortress Monroe, you were informed that the Government was ready to pay you and your crew according to agreement. I have now to inform you that Mr. Hirst, who is your friend, has by order of the Secretary of the Navy been requested to arrange with you to go on immediately with the enterprise, paying you your salary in full and the amount due as wages to your crew according to your certificate.

As no time is to be lost, you will proceed forthwith to execute the orders of the Department.

Respectfully, YOS,

Joseph Smith

**Smith to Hirst, 5 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 5/5/1862.

Bureau of Yards & Docks

5 May 1862

Hirst, Wm L., Atty at Law, Philadelphia

I have received your letter of the 3rd inst. with its enclosures, and have submitted them to the Secretary of the Navy. The Secretary decides to pay Mr. de Villeroi his salary and what he certifies is due to his crew, to the 1st inst.

His pay is $2000 per annum and that of his crew $40 per month each, including everything, according to agreement. The Secretary agrees to this only on condition that Mr. de Villeroi will assume the direction of and work the propeller as per contract. I enclose an order from the Secretary to the Navy Agent to pay the amount accordingly, when you shall present bills duly certified. You will however see that Mr. de Villeroi first enters into an agreement to fulfill all his obligations to the Government.

I enclose a note addressed to him stating that you are employed to carry out the directions of the Department.

Respectfully, YOS,

Joseph Smith

**Hirst to Smith, 5 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst, to Smith, 5/5/1862.

Rec’d 7 May

Philadelphia, May 5, 1862

Commodore Joseph Smith

Chief of Bureau of Yards & Docks

Dear Sir,

Your communication of 3rd inst. was duly received, with the official order to M. de Villeroi enclosed, which I sent to his address, but he has not as yet (7½ p.m.) called.

My opinion is that the Government, having waived the question of time and received the propeller, the contract is in all force and effect as if the vessel had been delivered with the forty days specified in the contract. I am further of the opinion that the Government may, in like manner, waive the certificate mentioned in the contract, either by accepting the report of one of its own officers, or of the contractor, or dispensing with any certificate or report. These provisions were intended to protect the Government, and may be insisted upon, or waived, at its pleasure.

I apprehend that it is not only lawful, but usual with all the Departments, to waive questions of time, in cases of contracts for the construction of vessels, or delivery of supplies. If the contractor has acted in good faith, such a course is proper. It is not so usual, perhaps, to waive inspection, but it is, undoubtedly, at the option of the Government to do so.

In cases of emergency, as in war, or rebellion, it may be for the advantage of the Government to waive such questions, and remove all such difficulties, in the way of a public necessity, or to receive a great public advantage. The present is such a case. I conversed yesterday with two of the old crew. One of these, an intelligent and brave fellow, expressed the deepest regret that the propeller is not ready to act. He says that at any time which the *Merrimac* has been lying at anchor, as reported in the papers, it would have been mere sport to destroy her, and without the least difficulty or danger.

In your dispatch to Mr. de Villeroi you inform him that you will furnish any deficient articles needed for the boat on his request. Mr. Thomas desires me to say that he consents to your doing so, and charging the outlay to the balance of $8000 due on testing the boat.

Respectfully,

W. L. Hirst

**Hirst to Smith, 5 May 1862 B**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/5/1862.

Private

Rec’d 7 May

Philadelphia, May 5, 1862

Commodore Joseph Smith

My dear Sir,

I regret that you have any doubt as to the success of the propeller. It is a sure thing. I am not sanguine, generally, but in this matter I have not the slightest doubt of success. But we must force Mr. de V. on, for his own sake, as well as the Government. If he will not act, without delay, do not hesitate to strike the blow. It is a thousand times more sure and safe than the *Monitor* was. That depended on a fight—this, on no such danger. The young Frenchman, Jean Cartwright is willing to go without De V. So is his companion, and they say would do better without him, under the orders of an energetic young officer. There is no risk in the experiment at all—I hope you will not allow an hour to be lost. I can’t understand DeV. He has been [chastening? Chattering?] with other parties, but they won’t trust him, nor will any honorable men collude with him to supplant the parties now interested, who have advanced so much money, time and exertion to befriend deV. I would like you to meet write him the strongest kind of order, even stronger than the last, tho’ that had the real gist in it. The Government must have this invention. DeV. is old and if this fail, and he dies, it is gone.

You might safely write DeV. that I have all the power to settle the matter. I shall not abuse your confidence nor use it in any way except first approved by you. But it will bring him to me and enable me to advise with effect. He always used to trust to my advice, implicitly; and I can easily restore his confidence if given a chance.

Respectfully,

W. L. Hirst

**W. L. Hirst to Smith, 6 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/6/1862.

United States Military Telegraph

Received: May 6, 1862

From: Philadelphia

To: Comm. Jos Smith

I have just ascertained that de Villeroi has absented himself from his house for some time without leaving address and my packages enclosing your orders remain there, unopened. Mrs. De V. has been there occasionally and has seen others, but declines taking them because no Washington on them. I will use every effort to search him out.

Wm. L. Hirst

**W. L. Hirst to Smith, 6 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/6/1862.

Philadelphia, May 6, 1862.

Commodore Joseph Smith

Chief of Bureau &c &c

Dear Sir,

I telegraphed you this morning that M. de Villeroi has absented himself from his boarding house, and that both your dispatches (of the 19th ult. and 3rd inst.) still remain there unopened.

I sent your dispatch of the 5th inst. to the Post Office this morning, with a note enclosed, stating that two of your dispatches are waiting for him at his boarding house. And I also sent a note to his boarding house stating that your dispatch of yesterday is at the Post Office. I could do no more. His wife has called at the Boarding House since his absence, but would not take my letter, which enclosed the dispatches, because they were not marked mailed at Washington. I cannot understand all this and am more than ever satisfied that (while M. de Villeroi’s interests should be protected as they will be), the Government ought to act with decision. The Department is now executing the contract, not making a new one, and its terms are sufficient to comprehend any difficulty.

The crew have to be collected. Four of them are now in my office. The rest will be at the boat tomorrow, and will prepare everything for a test trial on Thursday, at noon, if possible. I should like the Department to request an officer to be present to report the result. It appears that the air pump and some other articles necessary for the boat are detained by the keeper of the farm where M. de Villeroi boarded, for a bill of board. These belong to the U.S. and are in the bill of Neafie and Levy. The commandant of the Navy Yard ought to be \_\_\_ to send and take them. The crew think that the tavern keeper will deliver them without difficulty if demanded by the Government, but it ought not to be left in any doubt.

Respectfully,

Wm. L. Hirst

**de Villeroi to Welles, 7 May 1862**

CITATION: NARA RG71, Misc. Letters, de Villeroi to Welles, 5/7/1862.

Philadelphia, May 7, 1862.

Honorable Gideon Welles

Secretary of the Navy

Sir,

After having terminated a work, highly important for the cause of the Union, after having fulfilled punctually the instructions of the Department as Superintendent against a contractor, convinced of ill will, it is not this contractor who is dismissed, but it is I, as soon as the work is finished, moreover the crew is left at my charge since December last, without nourishment or pay, causing me all kinds of unpleasantness, although the order had been given to keep them ready to depart with the Propeller in the month of March.

How am I to explain such contradictions, for if I am discharged and my crew dismissed after December, how can I receive and execute the order given for the month of March?

But there is something more. According to the letter from the Department dated March 10th, there is neither contract, nor contractor, nor engineer, nor crew any longer. Yet in April I am informed that a Navy Officer is to be sent to examine the state of affairs. The first visit of this officer ought to have been, not to the engineer, since I am considered discharged, but to the inventor or superintendent of the work. But that was not so at all. I received not a line, not even the card of that officer. Strangers interposed in the affair to make propositions to me. I answered that I wish to receive propositions direct from the Government only.

In the meanwhile some of my men were perverted into spies and traitors. Finally, on the 1st of May without my consent, without even being informed of it, I learned from the paper that my work has been put in the water and taken to the Navy Yard. Is it thus, that a worthy and liberal Government can act? Surely not. There must be some mystery in it, that I cannot find out. Therefore I submit to you these facts. Men of my character and work can become dupes or victims of an intrigue, but one does not play with them, like with puppets. If my dismissal has been pronounced, I have nothing more to do with the Government until new personal and direct conditions will be made. The first condition is to settle for the months in arrears and a regular commission.

I have the honor to be

Respectfully, YOS

De Villeroi

**Smith to Hirst, 7 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 5/7/1862.

Bureau of Docks and Yards

7th May 1862

Hirst, Wm L.

Attorney at Law

Philadelphia

Your letter of the 6th inst. has been received. I have written a letter to Mr. De Villeroi, of which enclosed is a copy.

If you cannot see him and make a satisfactory arrangement with him, the Department authorizes you to use the secret confided to you, and prepare the boat with a crew to go to Fortress Monroe as soon as possible, notifying the Department when the boat is ready to be shipped.

I enclose an order to Comm. Pendergrast to reclaim the apparatus which has been paid for and is the property [of the] U. States, now deposited at de Villeroi’s boarding house.

Commo. Pendergrast has been directed to order a board of competent officers to witness the experimental trial of the boat tomorrow.

Respectfully, YOS

Jos. Smith

**Smith to de Villeroi, 7 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to de Villeroi, 5/7/1862.

Bureau of Docks and Yards

7th May 1862

De Villeroi, M.

1325 Pine Street

Philadelphia

I wrote to you on the 19th of April last, and on the 3rd and 5th inst., which letters I learn, tho’ left at your boarding house, you have refused to open. They are explanatory of the wishes of the Department in regard to the employment of the propeller, which you are bound to take charge of and work.

In the letter referred to, provision is made for the payment of your salary and that of the crew of the boat, as well as for the completion of the boat by the Government, under your direction.

I have now to say that the Secretary of the Navy directs that you proceed forthwith to complete the boat, and then to work her. If you decline to do so, he directs that the secret for supplying the boat with air, which has been sworn to, and deposited in this Department, be opened and the boat employed by other parties.

Wm L. Hirst, Esq., has been empowered and requested by the Department to see you if possible, and if you still absent yourself from an audience with him, and refuse to perform your duty, he is instructed at once to carry out the orders of the Navy Department, and to prepare, man, and report the boat ready for service.

Respectfully, YOS

Jos. Smith

**Hirst to Smith, 8 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/8/1862.

Philadelphia, May 8, 1862.

Commodore Joseph Smith

Chief of Bureau, &c &c

Dear Sir,

Your communication of the 7th with copy of letter to M. de Villeroi duly received, and I will endeavor to execute your command as to effect the object in view. I have written to M. de Villeroi upon the subject and shall wait all tomorrow to see or hear from him, before I act.

One of the crew who visited M. de Villeroi’s boarding house this afternoon reports to me a follows: M. de Villeroi has not appeared there since last Friday; the lady who keeps it said that she did not know where he is; and that Madame de Villeroi was there yesterday afternoon; that a latter marked “Washington” which came there yesterday (the one which you sent me, which I mailed) was handed to her, she took it, looked at it and threw it on the ground unopened. That another letter came by post this morning; that these two, and the two former official letters of yours, all remain there unopened.

How to account for this? I am totally at a loss.

The crew are actively at work. Everything is being put in order. She worked well today with five fins, \_\_\_ submerged. The crew apprehend no difficulty. The pumps leaked and some other details need attention, which occupied today and may take tomorrow. It is bad policy to send her away imperfect. I went to the Navy Yard today and shall go daily to attend personally to the matter.

I delivered your dispatch to Comm. Pendergrast, and told him that the pump, &c had been delivered without difficulty.

Respectfully,

W. L. Hirst

**Hirst to Smith, 8 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/8/1862.

Philadelphia, May 8, 1862

Comm. Joseph Smith

PRIVATE

Dear Sir,

I am glad to find that you believe you have de Villeroi’s secret, and would not undeceive you, did I not feel bound to say that I should then hesitate very long to sign a certificate (on which I knew you would rely) on such a ground. The mode you state is that which a party used that went in a boat a year ago on the Mississippi, and they are still down. So M. de V. told me some time after when he was in the habit of coming here. The mode of living under water must be one, to succeed, that takes into view all the details and exigencies of the case, and provides for them—nothing less, or else, ever could succeed, and I believe M. de V. is entitled to such just credit for having succeeded in accomplishing what has been tried in every country in Europe and here, without success.

Truly YOS,

W. L. Hirst

**De Villeroi to Smith, 10 May 1862**

CITATION: NARA RG71, Misc. Letters, de Villeroi to Smith, 5/10/1862.

Philadelphia, May 10th 1862

Commodore Joseph Smith

Dear Sir,

How do things go in your Bureau respecting my poor propeller? Officially there is neither contract, nor contractor, nor engineer nor crew any longer. Nonetheless the contractor or contractors appear suddenly and pervert some of my men into spies and traitors. The boat is launched and taken to the Navy Yard without my certificate, even without informing me of it. \_\_\_ then you have addressed three letters to me, but instead of receiving them direct, two of them came to me through the hands of Mr. Schott. I have refused them. The third that was likewise taken from the letter carrier or post office and taken back again, came to me with a Philadelphia stamp. I refused it likewise, supposing that it had been in the hands of faithless persons. Consequently I do not know what they contained. I have sufficiently explained my intentions, if they wish to make new conditions with me direct; having been brutally dismissed for fulfilling punctually the order of authority and that to give right to a bad contractor whose contract was broken. I am perfectly free, and if the Government is free from the contract, I do not see any impediment to treat with it direct.

This episode will furnish a fine chapter for my work in the United States.

Thinking that you are ignorant of these bad details, I thought it my duty to inform you of them confidentially.

To avoid in future my letters from getting into the hands of strangers, I have taken a box at the post office.

Respectfully, YOS

De Villeroi

**Hirst to Smith, 11 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/11/1862.

Philadelphia

May 11, 1862

Commodore Joseph Smith

Chief of Bureau, &c &c

Dear Sir,

The great news which has roused our city into a wild state of excitement, of the capture of Norfolk and the destruction of the *Merrimac*, induces me to write, tho’ it is Sunday, to inquire whether I am to regard your instructions in regard to the Propeller, as still in force.

I have had a full complement of men at work at her; and yesterday, 7000 pounds of lead was put in her. It was thought that that amount would be sufficient to adjust her, but it will take 2000 lbs more, and she will be perfectly ready. The machinists have made everything right. The pumps leaked badly, the \_\_\_ are to be ­­­\_\_\_. All that has been done and I propose to article the crew tomorrow.

I think this vessel is so useful to the Government that I should learn with regret of your intention to disuse her. The small expense of construction and of her crew are considerations too trifling in comparison with the material invention of such an \_\_\_ in war as well as in peace.

Mr. Thomas has been indefatigable in working to get her ready, he has been on board with his coat off, from morning till night.

I have not seen M. de Villeroi. He has sent to his boarding house for his baggage; his letters remain there yet unopened as I learn.

Respectfully,

W. L. Hirst

P.S. Please telegraph if any change in \_\_\_.

**Welles to de Villeroi, 12 May 1862**

CITATION: NARA RG71, Misc. Letters, Welles to de Villeroi, 5/12/1862.

Navy Department

May 12, 1862

M. de Villeroi

Philadelphia

I have received your communication of the 7th inst. relative to your discharge from the position of engineer and superintendent of the submarine boat built at Philadelphia. When the contractor and you disagreed, and the boat was not forthcoming as contracted for, the pay of yourself and crew was suspended. Since then the Government has paid the bills of the constructor and taken the boat.

You were notified to go on and complete the boat and work it, and money sent you to pay for your services from the date they were suspended.

This communication and others on this subject were forwarded through W. L. Hirst, Esq., your counsellor. You having refused to receive or notice the letters of the Bureau of Yards and Docks acting under the Department, no further action can be taken in the matter until you shall reply to the letters referred to and make some acknowledgement for dereliction of duty. The officer referred to as being sent to Philadelphia reported that he could not find you and conferred with your counsellor Mr. Hirst.

Very respectfully,

Gideon Welles

**Smith to Hirst, 12 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 5/12/1862.

Bureau of Docks and Yards

12th May 1862

Hirst, Wm L.

Philadelphia

Your letter of the 11th inst. has been received.

The Propeller may be completed and remain at the Yard, with crew attached, until further orders.

Respectfully, YOS

Jos. Smith

**Smith to de Villeroi, 12 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to de Villeroi, 5/12/1862.

Bureau of Yards & Docks

12th May 1862

De Villeroi, Philadelphia

Your letter of the 10th instant has been received.

My communications of recent date, except the last, were forwarded to you through your Counsellor Wm L. Hirst, Esq. If you did not choose to read them it was not the fault of the Department.

The propeller was purchased of Messrs. Neafie & Levy, and sent to the Navy Yard. You were directed to prepare the boat for service, which you have declined to do, and were informed that Mr. Hirst was authorized to confer with you in the matter.

Your pay was suspended when the work on the boat was stopped because of a disagreement between you and the contractor, who declined to accede to your demands. For this the department is certainly not to blame.

The term “brutally dismissed” is calculated to give offence, and such opprobrious language could justly be retorted, were I disposed to do so.

Respectfully, YOS,

Joseph Smith

**Hirst to Smith, 12 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/12/1862.

Philadelphia, May 12, 1862

Commodore Joseph Smith

Chief of Bureau, &c &c.

Dear Sir,

I wrote yesterday to you, on hearing the glorious Norfolk news, asking whether your instruction are still in force, and desiring a telegram if you had \_\_\_ determined (tho’ I trust not) as I proposed to attach the crew today. I postponed that until tomorrow when I will do so, at $40 per month, during your pleasure, everything included, unless I receive your telegram. It is necessary to do so, or they will scatter. One has already shipped on board a merchantman.

I would recommend the payment of the back wages of the first four who signed the original articles, as they have been constantly faithful to the boat and are indispensable. Their names are Alex Rhodes, Henri and Jean Lambert, and Jean Frank.

It is necessary to have a head in place of Mr. de Villeroi on the boat. M. Wickersham, who was on the expedition to Sebastopol to raise the sunken ships warmly recommends Mr. Samuel Eakins, who was 18 months at that submarine work, and \_\_\_ the patent \_\_\_, \_\_\_ of activity there. For his fitness, he would be available \_\_\_ if you can rely on the testimony of Mr. Wickersham. Mr. Eakins was on board the boat today, and expresses the most perfect confidence in its success. Mr. E. is a practical electrician and perfectly experienced in submarine explosions. If you approve, I will ascertain his terms.

M. de Villeroi is not yet heard from, and I consider that he has, for some inexplicable reason, abandoned the matter. I have acted accordingly pursuant to your instructions.

W. Thomas is pushing on the boat. It was tried today while Mr. Eakins was on board, and propelled, mainly submerged, with 12 fins, faster than was expected of her.

The commander has approved the boat and I am daily in expectation of being ready for the test trial.

Respectfully,

W. L. Hirst

**Smith to Hirst, 13 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 5/13/1862.

Bureau of Docks and Yards

13th May 1862

Hirst, Wm L.

Philadelphia

Your letter of the 12th inst. has been received.

You will pay the four men who were first engaged and took the oath of allegiance their back wages, as you recommend.

You will engage Mr. Eakins, provided de Villeroi still declines to comply with the request of the Department, and such of the crew as you may deem necessary, to be continued during the pleasure of the Government, upon their taking the oath of allegiance. The pay of Mr. Eakins is to be the same as that allowed to Mr. de Villeroi, and the wages of the crew at the rate of $40 per month. The propeller will remain at the Yard for the present, there being nothing now for her to do.

I regret the trouble which arose between de Villeroi and the contractor, and was in hopes that you would effect a reconciliation and secure his services.

He has however only himself to reproach for his contumacy.

Respectfully, YOS

Jos. Smith

**82a2 – Agreement with new crewmen**

**82b – Names of Eakins’ crew**

**84a – 84f Oaths of Allegiance for new crew**

**Hirst to Smith, 13 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/13/1862.

Philadelphia, 13th May 1862

Commodore Joseph Smith

Chief of Bureau, &c &c

Dear Sir,

I herewith enclose shipping articles of the crew of the propeller. Three of the men hesitated to sign, and I rejected them, as none but unflinching men will answer. There is no difficulty in filling up the list with the right kind of men.

The old crew had scattered—one of the best has shipped on the *Lancaster*, a merchantman, and another is on a fishing smack. Alexander Rhodes and Jean Lambert are first rate hands and handle the boat with skill. The former deserves a grade higher than one of the crew.

I spent this morning at the Navy Yard, and saw the boat move with 12 fins, and was satisfied that her speed will answer.

Mr. Eakins was also there at work. He is an excellent mechanic, thoroughly versed in the business, and I feel that he would be an invaluable aid. Mr. Thomas concurs in that opinion, and think he would take the boat at $1500 per year if you would engage him. I would advise that he would have exclusive command, and that no naval officer be attached to her.

I send you herewith a list of the old crew, with their times of service, and as to some, what they have received as wages. It may surprise you, but I feel it my duty to give you the information.

In order to secure accuracy in disbursement for the crew and boat, I am willing to undertake the task of certifying the bills and paying the men. You may thus be assured of their being strictly correct. I think that course is advisable, not only as to the crew, but, to secure justice not only to the Government but to the contractor, as to the boat. For instance, the silver sheets should be limited to what is necessary, and so as to other matters. In other words, strict honesty and judicious economy should be observed.

Names of the old crew of the submarine propeller, with the time each served, &c., as given to me by Alexander Rhodes and Jean Lambert, May 13, 1862.

Alex Rhodes, engaged Nov. 4 ’61 — Still in service — Has rec’d $15.

John Lambert, engaged Nov. 4 ’61 — Still in service — Has rec’d nothing.

Henri Lambert, engaged Nov. 4 ’61 — Left 1 May — Has rec’d $24.

John Frank, engaged Nov. 4 ’61 — Left April 20 — Has rec’d $50.

[Note above following:] kept boarding house — for boarding men

[Sidebar to following:] They did not know how much these men had rec’d, if anything. They are away, some enlisted, some at work in this city, some fishing, &c.

Pachan, engaged Dec. 15 — Left April 20.

Pullan [Paulin], engaged Dec. 15 — Left April 20.

Delron, engaged Feb. 1 — Left March 25.

Carpentier, engaged Feb. 1 — Left March 25.

Porte, engaged Feb. 1 — Left March 25.

Poste, engaged Feb. 1 — Left March 25.

Royer, engaged Feb. 1 — Left March 25.

Bartian, engaged Feb. 1 — Left March 25.

2 or 3 other names not \_\_\_, engaged Feb. 1 — Left March 25.

Euvette [Hennet], engaged Dec. 1 — Left May 1.

Joseph, engaged Dec. 1 — Left May 1.

Emile [Coblentz], engaged Dec. 1 — Left May 1.

Reported by,

W. L. Hirst

[Enclosed are oaths of allegiance for Eakins’ crew (84a-f):]

Thomas W. Austin

William Pass

Joseph Bates

Philip C. McCarron

Cooper Woodington

Benjamin B. Claypool

Frank Snow

**Hirst to Smith, 14 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/14/1862.

Philadelphia, May 14, 1862.

Commodore Joseph Smith

Head of Bureau, &c &c

Dear Sir,

Your communication of 13th is received. Two of the four men, Alexander Rhodes and John Lambert, will be \_\_\_ as directed and also John Frank when he returns to the boat from his fishing boat. Henri Lambert sails today for Liverpool; he had shipped and could not leave, and his pay can be suspended till his return.

Mr. Eakins is willing to engage at $1500. I have a very high opinion of him. I will send the oaths of allegiance of the crew.

I saw two of the old crew today—Pullin and Emile. They give a different statement as to the men, which I send below, and I think their information is correct. I can account for the discrepancy, as the crew have been scattered and these two men have been more among them than Alexander Rhodes.

Rhodes, the two Lamberts, and Frank, they concur.

Pachan, commenced Dec. 10 and has been waiting unemployed.

Pullin, commenced Dec. 10, still waiting unemployed, had rec’d nothing for wages, but has been on and off board of \_\_\_ men.

Delavou (not Delan), commenced Dec. 10, waiting until 6 weeks ago, then enlisted in Curtin Light Guards.

Francis Fiou, commenced Dec. 15, waiting until 6 weeks ago, then enlisted in Curtin Light Guards.

Carpentier, commenced Dec. 10, waited until a month ago, then went to Baltimore.

Pate, commenced Dec. 10, still waiting.

Porte, commenced Dec. 10, waited until 5 weeks ago, then went to [trimming?] business.

Royer, commenced Dec. 10, waited until now, except that he works two days in the week.

Bartran, commenced Dec. 25, waited until one week ago.

Joseph, commenced Dec. 25. [Note for this and next line:] both [suspend?] and \_\_\_ with M. de Villeroi

Ennette, commenced Dec. 10.

Emile, commenced Dec. 10, still waiting, has received no wages.

Francois, commenced Dec. 15, waiting yet.

Pierre Allagard, commenced Dec. 15, waited until a month ago, then went to Baltimore.

John Baptiste Monier, commenced Dec. 15, left two months ago to work at straw hats.

These two [Pullin and Emile] are certain that they began (then marked Dec. 10) on the 3rd Dec., but that M. de Villeroi said he would make it an even date and return the pay roll to Washington as of Dec. 10th, which accords with his receipt for 21 days in December.

They say they have sought M. de Villeroi everywhere for their wages, and are told he is in Washington; tho’ they doubt it, for his unofficial letters still remain at 1325 Pine Street, where they daily call for him.

Respectfully,

W. L. Hirst

P.S. The men said that they and others of the crew had ascertained from the Navy Agent that their wages have been paid to 1st January.

Henri Lambert is now at my office; he will try to leave the ship to join the propeller.

Howard Bates’ oath of allegiance will be made tomorrow; he was absent on leave today, sick.

I enclose a copy of appointment of Mr. Eakins. It is useless to seek after M. de Villeroi. [This is 88a, but all it says is “I accept.”]

**Hirst to Eakins, 14 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Eakins, 5/14/1862.

Philadelphia, May 14, 1862.

Samuel Eakins, Esq.

Philadelphia

Sir,

I am authorized by Commodore Joseph Smith, Chief of Bureau of Yards and Docks, to engage your services as Superintendent of the Submarine Propeller now at the Navy Yard, Philadelphia, at a salary of $1500 per year payable monthly during the pleasure of the government, on your taking the oath of allegiance prescribed by law.

You will signify to Commodore Smith your acceptance, and report to him for instructions without delay.

Respectfully,

W. L. Hirst

**Eakins to Smith, 14 May 1862**

**[88b – Oath of allegiance]**

CITATION: NARA RG71, Misc. Letters, Eakins to Smith, 5/14/1862.

Philadelphia, 14th May

Commodore Joseph Smith

Chief of Bureau of Yards and Docks

Sir,

I have received a communication from Mr. Hirst to the effect that he is authorized to engage my services as Superintendent of the Sub-marine Propeller now at the Navy Yard Philadelphia at a salary of $1500 per year payable monthly during the pleasure of the Government on my taking the oath of allegiance prescribed by law.

I have the pleasure of accepting herewith said appointment, and of enclosing to you the oath of allegiance duly signed and sworn.

Awaiting your instructions,

Very respectfully, YOS,

Samuel Eakins

754 N. 3rd Street, Philadelphia

**Smith to Hirst, 15 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 5/15/1862.

Bureau of Yards and Docks

May 15, 1862

Hirst, Wm L.

Philadelphia

Your letters of the 13th and 14th inst. with enclosures have been received. Your appointment of Mr. Eakins to superintend the propeller at the rate of $1500 per annum during the pleasure of the Department is approved. Let him take charge of the boat and orders will be given to him when you have fixed upon the men to be employed on her. It is not necessary to engage a full crew, since the occasion for using the boat has gone by, and she may never be employed as an instrument of war. I would not advise that Lambert be urged to give up his voyage, as his employment on the propeller may not be of long duration. Under existing laws the bounty to the men cannot be allowed, and I so informed M. de Villeroi after the first four of his crew had received it. I am willing that the men who remained may be paid for the time they were employed since the 1st of January last, up to which time de Villeroi was paid $712.26 for his crew, and also his own salary in full to that date. In his letter to the Bureau M. de Villeroi intimates that since he was “brutally dismissed,” and the pay of his crew stopped, they have been subsisted at his expense.

The whole affair has been a source of much annoyance, and I regret ever to have had any connection with it.

Respectfully, YOS

Joseph Smith

**Powel to de Villeroi, 15 May 1862 (cover letter for Hirst’s letter, above)**

CITATION: NARA RG71, Misc. Letters, Powel to de Villeroi, 5/15/1862.

1005 Arch Street, May 15, 1862

Mr. de Villeroi.

My dear Sir,

On Monday May 5, Madame de Villeroi called upon me to explain that you had very great difficulties with your crew, who were demanding from you the pay and expenses due them by the government. I promised her that I would do all in my power to urge the Government to act justly and that I believed you ought to be paid.

Soon after I met Judge Hare who had united with me in feeling great interest in your success. Through him I learned that the Government had become very anxious to have your boat completed as soon as possible. He had referred me to Mr. Hirst, and from him I learned that the difficulties which had so long interfered with you, could easily be entirely removed, if you could be found, but that you had unfortunately gone out of town just when all your difficulties would be removed, if you could be prevailed upon to see Mr. Hirst. He assured me the necessary orders were already issued, and that the whole matter rested only with yourself, and he much desired to get the boat finished at once.

I will add to the above, that I was shown by Mr. Hirst orders from the Government, now in his hands, which in my judgment and opinion authorized the assurance he gave me. I based this opinion of mine upon all the knowledge I had been able to gain, from you and elsewhere, of the whole difficulty which troubled you.

I have no right to give you advice, but leaving you to judge what is your best course, I will simply state that judging by the official order Mr. Hirst holds, I am persuaded that you and he can immediately settle the arrangement by which your vessel will be finished and the amount due by the Government justly paid to you and the crew immediately. I shall be very glad if you choose to meet Mr. Hirst at my house, as he invites you by the enclosed note.

Yours very respectfully,  
Samuel Powel

**Hirst to Smith, 16 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/16/1862.

Philadelphia, May 16th 1862

Commodore Joseph Smith

Chief of Bureau, &c., &c.

Dear Sir,

Your letter of the 15th is duly received and contents well noted.

I sent a list of wages and board for the crew. I required their \_\_\_ attendance; all attended today except those in the Army and in Bethlehem and Joseph Gutt\_\_ and Hennette, who are entitled to four months wages at (I suppose) the same rate $16 per mo., and board of $2.50 per week [much illegible, but just quibbles about this or that crewman]

The following wish to serve in the boat: Panze, Paulin, Thery, Monier, Porte, Paquin, and Emile. They have experience and are good men, and I should have engaged them at once, but for your instruction not to employ a full crew. I will await your order as to how many to employ. Should there not be a full complete crew (18 and a steersman) until she is tested, at least, and fairly worked? It takes 18 men at the fins.

I regret that you have been “annoyed” with this enterprise, but I feel that the result will reward you for it. If the enterprise is a success, of which I have no doubt, permit me to hope that your adoption of it will, hereafter, be a source of satisfaction, and, I trust, pride. The boat has required more finishing up than was expected, but it is now in the right hands and there will be no time lost. I have done, and will do, my best to relieve you from annoyance; and it was to prevent any overpayment that I required the crew to attend before me.

Please state in approving the bill either that the Navy Agent or myself [is] to pay the men. Henri Lambert and John Frank desire to join the boat. Lambert can get a ship at any time, and I have explained to all that their service may not be required long. They waive the bounty.

Respectfully,

W. L. Hirst

Submarine Propeller

For wages of crew and subsistence

|  |  |  |
| --- | --- | --- |
| Pierre Allegard | wages | $48.00 |
| Charles de Carpentier | wages | 48.00 |
| Francis Laurent | wages | 48.00 |
| ??? Delavain | wages | 48.00 |
| John Baptiste Monier | wages and board | 101.50 |
| Vioux | wages and board | 48.00 |
| Emile Coblenze | wages and board | 79.00 |
| Antoine Porte | wages and board | 84.00 |
| Sebastien Thery | wages and board | 84.30 |
| Royet | wages and board | 96.90 |
| Jean Panze | wages and board | 94.00 |
| Jacques Paquin | wages and board | 149.00 |
| B. Paulin | wages and board | 164.40 |
|  |  | $1093.10 |
| Charles Hourman | board | 35.00 |
| Philadelphia, May 16, 1862 |  | $1138.10 |
| Alexander Rhodes | wages, subsistence, &c. | $160.00 |
| John Lambert | wages, subsistence, &c. | 160.00 |
| Henri Lambert | wages, subsistence, &c. | 160.00 |
| John Frank | wages, subsistence, &c. | 160.00 |
|  |  | $1778.10 |

**Smith to Hirst, 17 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 5/17/1862.

Bureau of Docks and Yards

17th May 1862

Hirst, Wm L.

Philadelphia, Pa.

Your letter of the 16th inst. with its enclosures has been received.

The Bureau paid de Villeroi in full for the seventeen men he had engaged to the 31st of December at the rate of $40 per month for pay and subsistence of each man. If there is anything due prior to that date the parties must look to de Villeroi for it. Under the authority given to you, you will pay the men who have been waiting on the boat the amount that may be due from the 1st of January to the 1st of May at the rate they were engaged according to their statements, viz: $16 per month for wages and $2.00 per week for board. Do this and you will make out a bill in your own name, stating the amount due to each man’s services without mentioning for board, and the bill will be approved by the Bureau, to be paid by the Navy Agent at Philadelphia.

Any bargain you may make for the employment of the crew since the 1st of May must be at a stated sum per month, including pay and subsistence; this will simplify the matter.

I return the several bills as they may facilitate you in making up the account.

Very respectfully, YOS,

Jos. Smith

P.S. As regards the number of men to be employed at present, that is left to your discretion,

having reference to the views of the Bureau previously expressed on this point.

**De Villeroi to Welles, 17 May 1862**

CITATION: NARA RG71, Misc. Letters, de Villeroi to Smith, 5/17/1862.

Philadelphia, May 17, 1862

Honorable Gideon Welles, Secretary of the Navy

Sir,

I do not wish to make any recriminations on the past, nor on the tribulations that I have experienced. I am devoted to the Government as much as ever, but my correspondence with your Department having always been direct, I have given the right to no one to make arrangements for me, not more to Mr. Hirst than to any other.

On account of difficulties that arose between the contractor and myself, I have been discharged (for the French character this is a humiliation). The contract was broken as has been announced to me. Accordingly there is no more engineer or contractor. But the rights of the inventor are still in question, and in respect to that I depend entirely on the equity of the Government. But things must pass direct with me. If you think my services of use for the Government, please make your conditions. I think they will be just enough to be accepted by me. Allow me only to recall to you that 20 men have been at my expense from January 1st till April 15th, and as I have received only 21 days pay (from Dec. 10th till 31st) for 17 men, I have spent a great deal of my own money. In this affair I have worked more for glory than for money. My nature is not that of a contractor.

I have the honor to be,

Respectfully, YOS,

De Villeroi

**De Villeroi to Smith, 17 May 1862**

CITATION: NARA RG71, Misc. Letters, de Villeroi to Smith, 5/17/1862.

Philadelphia, May 17, 1862

Commodore Joseph Smith

Sir,

Thus far our correspondence has been direct. If I had received the letters in question direct, I should certainly have read and answered them. That would have been my duty. But the contractor intermeddled there, and I, not wishing to have anything to do with him any longer, refused all indirect communication. I have given no third person the right to treat for me, not more to Mr. Hirst than to any other.

In respect to my discharge, if the word used by me has offended, allow me to explain that it was not intended to be personal. The French express their discontent in stronger terms than you do, and for them a dismissal is always a humiliation, which they cannot well digest, when there are no grave motives.

Without any further recrimination on the past, as I have the honor to tell the Secretary himself, I am always devoted to the Government. If the Navy Department thinks my services of some use, I am ready to receive propositions, which I think will be just enough to be accepted by me.

It must not be forgotten that 20 men of my crew were at my expense during four months, and having received but 21 days pay for 17 men (from Dec. 10th till 31st) I have spent a great deal of my own money.

I have the honor to be,

Respectfully, YOS,

De Villeroi

**Smith to de Villeroi, 19 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to de Villeroi, 5/19/1862.

Bureau of Yards & Docks

19th May 1862

De Villeroi, Philadelphia

I have received your letter of the 17th inst., and in reply would write that all my communications have been addressed to you direct, passing in only one or two instances through the hands of Mr. Hirst.

I called upon you to complete the boat on Government account, agreeing to pay you and your crew from the date of the suspension of your pay on the 1st of January last, but you declined to receive or take any notice of the Bureau’s communications.

The Government therefore was compelled to make other arrangements for completing the boat, and to engage a commander to take charge of and operate her.

I had always considered you as a party to the contract, although you did not sign it. Your quarrel with the contractor should not have interfered with your duty to the Government.

I can only regret the course you have seen proper to pursue. Some of the men when you had engaged will be paid by the Government.

The Department has no further propositions to offer.

Respectfully, YOS,

Joseph Smith

**Powel to Hirst, 19 May 18862**

CITATION: NARA RG71, Misc. Letters, Powel to Hirst, 5/19/1862.

1005 Arch Street, Phila., May 19, 1862

W. L. Hirst, Esq.

Dear Sir,

I hasten to inform you of the result of my effort in Mr. de Villeroi’s affair; to my surprise and great regret it has been entirely unsuccessful.

Your note dated May 14, enclosing one for me to transmit to Mr. de Villeroi, reached my hand late in the afternoon of the fifteenth.

I at once sought my friend through whom I hoped to get the note delivered, and he expressed readiness to do all in his power. I then returned home and wrote a note enclosing your communication.

It was impossible to transmit the note till the 16th, when my friend took charge of it. He remained expectant till last evening, when he told me he had been desired to call for my answer. This afternoon I went to see him, and he then returned to me my packet precisely as I had sent it. He told me it had been offered to Madame de Villeroi for her husband, that she had declined to receive it, that she had declined to receive any communication from you on the subject—that she would only receive a communication from the Government; that the contract had been terminated or suspended by the government, and that her husband was ready to make a new contract with the government—at least the above is what my friend was informed Madame de Villeroi had said, for he did not see her, and her words may not have been either reported thru nor remembered by me with perfect precision. Still I am disposed to think that I have written above a pretty correct report, for it seems consistent with what you had explained to me. It does not however diminish my surprise at my failure, for you will perceive that I wrote a very full note which covered ... [missing page]

**Hirst to Smith, 19 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/19/1862.

Philadelphia

May 19, 1862

Commodore Joseph Smith

Chief of Bureau, &c &c

Dear Sir,

I enclose, as directed, a bill for the crew of the propeller; the following are the items.

|  |  |  |
| --- | --- | --- |
| Rhodes, 2 Lamberts & Frank | [unintelligible] | $640.00 |
| C. Hourman | board | 35.00 |
| Pierre Allegard | wages | $48.00 |
| Charles de Carpentier | wages | 48.00 |
| Francis Laurent | wages | 48.00 |
| A. Delavain | wages | 48.00 |
| John Baptiste Monier | wages and board | 101.50 |
| F. Fioux | wages and board | 48.00 |
| Emile Coblenze | wages and board | 79.00 |
| Antoine Porte | wages and board | 84.00 |
| Sebastien Thery | wages and board | 84.30 |
| Royet | wages and board | 96.90 |
| Jean Panze | wages and board | 94.00 |
| Jacques Paquin | wages and board | 149.00 |
| B. Paulin | wages and board | 164.40 |
|  |  | $1778.10 |

These include all the crew but Joseph Hennette, John Gittner, as far as I have heard their names; but this morning a bill was presented by Charles Dittman, and it was said that his name was sent to you by M. de Villeroi. This bill for wages and board is $81.25. Gittner is $27.50. Hennette (who was engaged at $20 per month) is $125. These, and a bill of Mrs Ellen Knox for boarding of about $80 are all the claims that I know or have heard of.

I have engaged one more hand, Ch. P. Millis, who had been under, in the boat, at $40; he is a machinist and would not engage for less. If I had known that de Villeroi had engaged at $16 and board, I would not have engaged at $40; but I will make the best terms I can and only engage what is absolutely necessary.

I wish I could agree with you that there will be no occasion to use this boat as an instrument of war. I have watched this question of foreign intervention and dread it. As long a the English and French governments thought the south could succeed, there was no danger of it; but now that the North is dealing it tremendous blows, and certain of triumph, there is, in my judgment, a reasonable fear that those governments will not let slip the chance of dividing the Union; they have been jealous of us and dread us. A country that has a million of men in arms (as both nations now have) is very likely to enact their jealousy and fear: and \_\_\_ we any slight reverse at Corinth or Richmond, may well precipitate their action.

Respectfully, Wm L. Hirst

**Smith to de Villeroi, 20 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to de Villeroi, 5/20/1862.

Bureau of Docks and Yards

20th May, 1862

Your letter of the 17th inst. to the Secretary of the Navy has been referred to this Bureau.

Mr. Wm L. Hirst was appointed by the Department to act in its behalf in the matter of the submarine propeller under the belief that he was you confidential adviser and counsellor. I presume you do not claim to dictate to the Government whom it shall appoint as its agent. Mr. Hirst has full power to act in the matter at issue and if you will call on him immediately, he will doubtless make such explanations and arrangements as will be satisfactory to you.

Respectfully, YOS,

Joseph Smith

**Smith to Hirst, 20 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 5/20/1862.

Bureau of Docks and Yards

20th May, 1862

I have received your letter of the 19th inst., with bills enclosed.

The services of the men can only be recognized and paid for under the appropriation for “Pay of the Navy.” The Government does not pay board and cannot admit such bills therefor. The allowance of $16 per month and $2½ per week for subsistence should be stated at so much per month, say $27 for pay per month of each person employed, they being presumed to find their own subsistence.

In your letter of the 14th inst., you state that some of the men had left six weeks before. Of course they should be paid only for the time they were actually in service under their engagement with de Villeroi.

I know of no way to ascertain how long each served except by de Villeroi’s certificate. If he declines to certify, you must require the written affidavits of the men and embrace the amount due to each on your bill according to the form enclosed. This mode of employing and paying men is irregular, because of the peculiar nature of the enterprise, and it is difficult to state the account so as to pass the accounting officers of the Treasury.

M. de Villeroi has written to the Secretary stating that he is ready to serve the Government. The letter has been referred to me, and I enclose a copy of my reply. Now, if he is ready to take charge of the boat and act under the orders of the Government, he can do so, and be paid his salary from the 1st of January last. He states that he has advanced money on his own account to pay board for the crew since 1st January. You will reconcile him if you can to serve under the orders of the Government, but he must decide forthwith.

Respectfully, YOS,

Joseph Smith

**Hirst to Smith, 21 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/21/1862.

Philadelphia

May 21, 1862

Commodore Joseph Smith

Chief of Bureau, &c &c

Dear Sir,

Your letter of the 20th with enclosures duly received.

It is useless to seek M. de Villeroi. His most confidential man, John Matthews, was at my office this afternoon. He told me that he did not know and wished he did, where to find him, and that a letter from Washington which came this morning (no doubt yours) is lying at No. 1325 Pine Street.

I made every effort to reach him, but in vain. Having understood some days since that he had called on Judge Hare and Samuel Powel, Esq. and enlisted their feelings in his behalf, I determined to make an effort through them to find access to him, and I supposed, from the high social position of these gentlemen, that they could influence him. I saw Judge Hare and herd showed him your disputation. He referred me to Mr. Powel. I saw him, and [entrusted?] to him also your dispatches.

He wrote me a day or two afterwards that he thought he could have a letter delivered into his hands. I wrote to him (de Villeroi) and enclosed it to Mr. Powel. Yesterday I received from Mr. Powel my own letter, his letter to M. de Villeroi enclosing mine, and Mr. Powel’s reply to same. You will see from the letters, which I enclose, the anxiety and \_\_\_ taken to see M. de Villeroi. Further efforts are idle.

You perceive that on 5th May, four days after he had received the pay of his crew (who, of course, have not been paid, for they have been seeking him in vain) that he applied for a loan of money to [assail?] his crew.

I regret deeply that he has conducted himself as he has, but it is my deliberate judgment that, if the Government wishes to be properly served, they should require guarantees from him, if he should appear, and act without him, if he does not.

I recommend that the crew be required to appear before the District Attorney for examination, and that he report on the case before any payment is made. Altho’ I believe the crew, [missing page]

**97c/1 Hirst to de Villeroi, personal note, probably 21 May (included with previous)**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/21/1862.

**XXX**

**Smith to Hirst, 22 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 5/22/1862

Bureau of Yards & Docks

13 June 1862

Hirst, Wm L., Philadelphia

The Submarine Propeller being reported ready for service, please turn her over to the Commandant of the Navy Yard, to whom I have written directing that she be sent to Fortress Monroe by the first conveyance.

The crew of the vessel will be borne on the roles of the Paymaster of the Yard, and hereafter be paid by him.

Respectfully, YOS,

Jos. Smith

P.S. The Secretary of the Navy requests that you will make such arrangements with the Master of the boat as will enable him to use her as proposed.

**Smith to Hirst, 22 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 5/22/1862.

Bureau of Yards & Docks

22nd May 1862

Hirst, Wm L., Philadelphia

I have received your letter of the 21st inst., with its enclosures.

I approve of your suggestions and request you will call on the District Attorney and cite the crew to appear before him and qualify as to the understanding each of them had with de Villeroi in regard to their pay—how long and on what duty they were employed by him; and what amount of compensation each received from him and when.

You will then make out bills and certify to them, which I will have paid through the regular channel.

If all means to meet M. de Villeroi and arrange with him fail, as seems to have been the case, you will enter into a written agreement with Mr. Eakin to take charge of the boat, with instructions how to use her, to serve during the pleasure of the Department, and report to Comm. Goldsborough at Hampton Roads for duty on that station.

You will make any changes which you may deem necessary for the success of the enterprise.

Commodore Pendergrast has been directed to afford you every facility in equipping and dispatching the boat. When she is ready to depart I will issue the necessary order for that purpose.

Respectfully, YOS,

Joseph Smith

**De Villeroi to Hirst, 24 May 1862**

CITATION: NARA RG71, Misc. Letters, de Villeroi to Hirst, 5/24/1862.

Philadelphia, 24th May 1862

My dear Hirst,

To render you justice I think you have done everything 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, as all decencies were passed over with regard to me, this was not well, but I 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 for the 10th of December and the 6th of March, for which I only received 21 days’ pay for all my advances of money and board.

In this matter which I considered \_\_\_ patriotic, and to which I devoted myself soul and body, could I have expected such trials and mysteries; and that from a party who calls himself \_\_\_? I did not shrink from attacking your terrible enemy the Merrimack, but I shrunk from a transaction under \_\_\_ circumstances, renouncing the honors of promotion and good pay, yet with recognizable French character.

The Government 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 crew that I may at least rely [?] on my bank 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 and [combustion?]. 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 from December (and nothing more) $516

I have spent in board and [rooming?] around $706

I am then out of pocket $190 to answer for the three months claimed by the petition of 20 men addressed to the Secretary and the President. Yet these men are made to cry out against me why?

**Hirst to de Villeroi, 26 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to de Villeroi, 5/26/1862.

My dear friend,

I have received your letter and you say truly I have done everything in my power to aid your enterprise. But too much time has been lost and the Government 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 and more, and he intends paying your crew and the remainder of the $14,000 for the boat.

By the advice of the Secretary the crew have been told 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 December $200 and the 1 May $512.26 for the crew. [Puelin?] said you have paid but $120, Paquin $20, Coblentz nothing, Royet, Beuge and Thiery their board up to 27 January, Frank $20, Monier his board up to 13 January of $5, Pate his board for 7 weeks, John Lambert nothing, Henry $25, Lamert board to the 10th February, Rhodes $15, Hennet $20 and board for 12 weeks, Deleveux, Sioux, Carpentier and Allegant nothing, CH. Dittman nothing, Joseph and Gellant nothing except $18.25 for board with Paulin and $6.25 board at \_\_\_ \_\_\_.

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

I shall communicate your wishes to the Secretary, but it is not probable that the Government will consent without undue justification. It has spent too much. Besides, my friends Thomas and Schott, who have during three years spent over $10,000 at my \_\_\_ to conduct your invention to success, merit your respect. The Government is going to exercise its legal right to execute the contract made with Mr. Thomas.

It is a great pity that you could 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, neither his nor mine. It is a great pity that you demanded so much silver for an electric battery (silver enough and more than enough for all the zinc in the world) through which two months were lost. And after all the letters of Mr. Powel (who had the goodness to offer to send you) my letter was returned because you would not receive it!

The Government have appointed Mr. Eakins keeper of the boat. They are willing to pay the crew and desire to employ the boat as soon as necessary. The contractor will give you (he assures me) your proportion of the compensation. The Secretary 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 and body of the boat had several leaks which had to be stopped and many other repairs made.

Your devoted friend,

W. L. Hirst

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

**Crew Affidavits Collected by Hirst, 26 May 1862**

[101 – 102t, 108c]

Numerous affidavits follow, one for each member of the crew; worth reading, but not transcribing.

**Hirst to Smith, 27 May 1862**

Lengthy letter, poor penmanship; see following for reply, which gives gist.

**Smith to Hirst, 28 May 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 5/28/1862.

Bureau of Docks and Yards

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 January last, the amount having been paid to de Villeroi in full to that date.

Very respectfully, YOS,

Jos. Smith

**65d Second page of a note from Hirst to Smith**

[Just more wage haggling]

**De Villeroi to Hirst, 30 May 1862**

[106a, b]

Lengthy letter that seems to mostly reiterate his complaints about and perspectives on the issue of pay.

**Hirst to Smith, 31 May 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 5/31/1862.

Philadelphia, May 31, 1862

Commodore Joseph Smith

Chief of Bureau, &c &c

Dear Sir,

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

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

As the settlement of the amount will bring M. de Villeroi [page cut-off] himself proposes, I shall have an opportunity of personal explanation with him, and will inform you what impression I can make on him.

Capt. Davis informs me that you would indicate the compensation I should remit, and I submit it entirely to yourself, and also whether I shall include it in the men’s Pay Bills for May.

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

Respectfully,

W. L. Hirst

**Eakins to Smith, 31 May 1862**

CITATION: NARA RG71, Misc. Letters, Eakins to Smith, 5/31/1862.

Philadelphia, May 31st 1862

Commodore Joseph Smith

Chief of Bureau of Docks and Yards

Washington, DC

Sir,

By order of yourself as communicated to me by Wm L. Hirst, Esq., I assumed charge of the Submarine Propeller lying at the Navy Yard Philadelphia 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 pumps and air chambers of the boat, as well as pipe and coupling belonging [to] 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 examination 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 and man-holes as to make the return of the boat to the yard of the builders (Neafie and Levy) a necessity.

2nd The want of a lookout place has been supplied. For this it was [necessary] to take out the upper coming of the entrance to the boat and prepare patterns and castings and this the workmen are now fitting in place. The covering of the entrance to the diver’s room has been altered and refitted and is now reliable. An alteration has also been made on the door of the exit for the diver that will improve it and I hope may be entirely efficient and sure in its closing.

3rd 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 tanks. New levers have been made for these and they are placed in such positions 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 ensure their filling. The paddles have been overhauled and made sure of being in good working order. I 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,

Samuel Eakins

**Smith to Hirst, 2 June 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 6/2/1862.

Bureau of Docks and Yards

2 June 1862

Hirst, Wm L.

Philadelphia, Pa.

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 secured measures were taken to bind the inventor.**

Very respectfully, YOS,

Jos. Smith

**Two-page list of crew with rates and amount owed (in Hirst’s hand), 4 June 1862**

We acknowledge to have received from the U.S. Navy Department by the hand of William L. Hirst the sums set opposite our names respectively for pay and subsistence as men attached to the U.S. Submarine Propeller at Philadelphia, engaged by order of the Navy Department, in full to May 1, 1862.

Philadelphia, June 4, 1862

Witness at signing,

W. L. Hirst

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| $40 per month | Alexander Rhodes | pay and subsistence from January 1 to | May 1, 1862 | $160 |
| $40 per month | John Lambert | pay and subsistence from January 1 to | May 1, 1862 | $160 |
| $40 per month | Henry Lambert | pay and subsistence from January 1 to | May 1, 1862 | $160 |
| $40 per month | John Frank | pay and subsistence from January 1 to | April 17, 1862 | $142 |
| $26 per month | Denis Paulin | pay and subsistence from January 1 to | May 1, 1862 | $104 |
| $26 per month | J. Paquin | pay and subsistence from January 1 to | May 1, 1862 | $104 |
| $26 per month | E. Coblentz | pay and subsistence from January 1 to | May 1, 1862 | $104 |
| $26 per month | L. Royet | pay and subsistence from January 1 to | May 1, 1862 | $ 94 |
| $26 per month | J. Panze | pay and subsistence from January 1 to | May 1, 1862 | $ 94 |
| $26 per month | Sebastian Thiery | pay and subsistence from January 1 to | May 1, 1862 | $104 |
| $26 per month | J. Baptiste Monier | pay and subsistence from January 1 to | May 1, 1862 | $ 94 |
| $26 per month | A. Porte | pay and subsistence from January 1 to | May 1, 1862 | $104 |
| $26 per month | F. Laurent | pay and subsistence from January 1 to | April 1, 1862 | $ 63 |
| $26 per month | Alfred Delavea | pay and subsistence from January 1 to | April 1, 1862 | $ 78 |
| $26 per month | Francis Fioux | pay and subsistence from January 1 to | April 1, 1862 | $ 78 |
| $26 per month | Charles de Carpentier | pay and subsistence from January 1 to | April 10, 1862 | $ 86.66 |
| $26 per month | Pierre Allegard | pay and subsistence from January 1 to | April 01, 1862 | $ 86.66 |
| $26 per month | Charles Dittman | pay and subsistence from January 1 to | May 1, 1862 | $104 |
| $26 per month | John A. Guitterer | pay and subsistence from January 1 to | May 1, 1862 | $104 |
| $31 per month | Louis Hennett | pay and subsistence from January 1 to | May 1, 1862 | $124 |
|  |  |  |  |  |
|  |  |  | Total [CV]: | $2,148.32 |

**Hirst to Smith, 4 June 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 6/4/1862

Philadelphia, June 4, 1862

Comm. Joseph Smith

Bureau of Docks and Yards

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. [Letter goes through the crew and lists what they are owed, where they are, what they are doing, &c.]

I have written to M. de Villeroi to visit his man at my office on Friday, and that he must present his dues for board &c paid for them.

**Smith to Hirst, 5 June 1862**

CITATION: NARA RG71, Misc. Letters, Smith to Hirst, 6/5/1862

Bureau of Yards & Docks

5 June 1862

Hirst, Wm L., Philadelphia

Your letter of the 4tht inst., with its 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 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 M. 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, YOS,

Joseph Smith

**De Villeroi to Smith, 7 June 1982**

Citation: NARA RG71 Misc. Letters, de Villeroi to Smith, 6/7/1862.

Philadelphia, June 7th, 1862

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 price, the mean sum of $3.69. Thus the most simple manner to regulate this part of the account, that I have either paid or given security for, is 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 repay 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 other 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.

Respectfully, YOS

De Villeroi

**Smith to de Villeroi, 9 June 1862**

Citation: NARA RG71 Misc. Letters, Smith to de Villeroi, 6/9/1862.

Bureau of Yards & Docks

De 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 engagement according to the stipulations of the contract to which you were a party, and feels justified in employing the invention without your aid.

Respectfully, YOS,

Jos. Smith

**Hirst to Smith, 9 June 1862**

CITATION: NARA RG71, Misc. Letters, Hirst to Smith, 6/9/1862.

Philadelphia, June 9, 1862

Commodore Joseph Smith

Chief of Bureau, &c &c

Dear Sir,

Your communication with Pay Bills enclosed are duly received. I enclose the receipts of the new crew.

I consider it best that the absentees themselves should sign the receipts, as the [blah, blah, blah... nothing germane]

The boat was submerged three times on Saturday—the last time 20 minutes, the others 15 minutes. Mr. Eakins was perfectly satisfied she is a success. He detects several matters to be corrected, which will take 2 or 3 days. He wishes her to make her perfect. I have great confidence in him.

M. de Villeroi has not made his appearance. His men, I learn, have \_\_\_ out for him; I have given up all hope of seeing him, and have settled nearly all the \_\_ bills on the \_\_\_ I could mail.

I am glad you have placed the men on the \_\_\_ Navy Roll. It will \_\_\_ the description of the crew. I think Mr. Eakins ought to be authorized to enlist a full crew, as soon as the boat is ready. I have the most \_\_\_ confidence in her success and value to the Government.

Respectfully,

W. L. Hirst

**Eakins’ crew with rates, 7 June 1862 (appended to previous)**

We the subscribed acknowledge to have received of the U.S. Navy Department the sum of money set opposite our names in full for pay and subsistence on the Submarine Propeller at Philadelphia for the month of May 1862, by the hand of W. L. Hirst.

Philadelphia, June 7, 1862

Witness at signing and payment,

1. P. Stockton

|  |  |
| --- | --- |
| Samuel Eakins | $ 80.66 |
| Alexander Rhodes | $ 25.80 |
| John Lambert | $ 25.80 |
| C. Woodington | $ 25.80 |
| Wm Ross | $ 25.80 |
| JP. C. McCarron | $ 25.80 |
| Amos Austin | $ 25.80 |
| Joseph Bates | $ 25.80 |
| Benj. Claypool | $ 25.80 |
| C. P. Miller | $ 15.48 |
| Frank Snow | $ 15.48 |
|  |  |
| Total [CV]: | $318.02 |

**Smith to Hirst, 13 June 1862**

Citation: NARA RG71 Misc. Letters, Smith to Hirst, 6/13/1862.

The Submarine Propeller being reported ready for service please turn her over to the Commandant of the Navy Yard, to whom I have written directing that she be sent to Fortress Monroe by the first conveyance.

The crew of the vessel will be borne on the rolls of the Paymaster of the Yard and hereafter be paid by him.

Respectfully, YOS,

Joseph Smith

P.S. The Secretary of the navy requests that you will make such arrangements with the Master of the boat as will enable him to use her as proposed.

**Smith to Hirst, 16 June 1862**

Bureau of Yards & Docks

16 June 1862

Hirst, William L.

Philadelphia

A vessel was ordered on Saturday to go from Hampton Roads to Philadelphia to tow the propeller. Let her be dispatched. Com. Pendergrast has been ordered to send her forward immediately and to fill the crew at Philadelphia or at Hampton Roads from the vessels.

Joseph Smith

**Smith to Hirst, 16 June 1862 B**

Bureau of Yards & Docks

16 June 1862

Hirst, William L.

Philadelphia

I telegraphed to you today that a steamer had been ordered from Hampton Roads to tow the submarine propeller from Philadelphia to that place. I did not receive Mr. Thomas’s suggestion to transport her through the canal until after the order had gone.

I directed Commo. Prendergrast to fill up the crew in Philadelphia, or get men from the fleet. The boat is wanted immediately to clear obstructions near Fort Darling, but I fear she will be too late. The whole enterprise has been lagging in time. You will of course put Mr. Eakins under bond and oath in using the invention. The Secretary of the Navy confiding in your judgment that the inventor has been derelict as provided in the contract, authorizes this to be done.

Does Mr. Thomas intend to go with the vessel?

Very respectfully, YOS,

Joseph Smith

**Thomas to Smith, received 17 June 1862** (telegram)

Martin Thomas

17 June 1862

Commodore Joseph Smith

Bureau of Yards & Docks

I would urge as the safest plan that you authorize the Navy agent of this city to charter a small tug boat to tow the vessel from this place to her destination via Baltimore. **It will not do to tow her at sea without preparation.** I will join the expedition. Telegraph me your decision. Please authorize the Navy agent to pay me before I leave.

Martin Thomas

**Smith to Thomas, 17 June 1862**

Bureau of Yards & Docks

17 June 1862

Martin Thomas,

Care of Wm. L. Hirst, Esq.

Philadelphia

I direct Comd't to hire a Tug to take propeller to Fortress Monroe on the best terms he can immediately.

The expense of sending a Steamer from Hampton Roads is useless.

Obstacles seem to present at every step. Payment will be considered in due time.

Joseph Smith

**Thomas to Smith, received 17 June 1862 B** (telegram)

Martin Thomas

17 June 1862

Commodore Joseph Smith

Bureau of Yards & Docks, Washington

I have bills to pay on account at the port for lead, alterations, battery, &c., about two thousand dollars, before I can leave. Will you authorize Hirst to draw for the amount of on account of contract. Please answer.

Martin Thomas

**Thomas to Smith, received 17 June 1862 C** (telegram)

Martin Thomas

17 June 1862

Commodore Joseph Smith

Bureau of Yards & Docks, Washington

Shall we go by tug via Baltimore. In haste.

Martin Thomas

**Smith to Thomas, 17 June 1862 D** (telegram)

Bureau of Yards & Docks

17 June 1862

Martin Thomas,

Philadelphia

I will approve and forward bills by tomorrow’s mail for payment of two thousand dollars provided the boat is not detained therefore. Office closed for this day.

Joseph Smith

**17 June Tuesday**

Hirst recommends a tug be hired to tow *Alligator* south through the Chesapeake and Delaware Canal rather than having the vessel dispatched from Hampton Roads (*Satellite*) take her on the open sea. ([Ref Letters #124](http://navyandmarine.org/alligator/letters.htm#124.))

**Eakins & Wickersham Bond, 18 June 1862**

Know all men by these presents that we, Samuel Eakins and Morris S. Wickersham are held and firmly bound unto the United States of America in the sum of ten thousand dollars lawful money of the United States of America, to be paid to the said United States of America, their certain attorney or assigns; to which payment well and truly to be made, we do bind ourselves, our administrators jointly and severally, firmly by these presents. Sealed with our seals dated the eighteenth day of June in the year of our Lord one thousand eight hundred and sixty two.

The condition of this obligation is such, that if the above bounden Samuel Eakins, who has been appointed by the Navy Department of the United States, Superintendent of the submarine propeller now at Philadelphia, shall and does well and truly obey all the orders of the Navy Department and shall never in any way, manner or form disclose to any person or government, or use, the knowledge he may acquire in the management, or the mode of employing, or using, or subsisting in said propeller, except by the order of the Government of the United States; then the above obligation to be void, or else to be and remain in full force and virtue.

Signed and sealed by

Samuel Eakins and

M. S. Wickersham

Signed by

W. L. Hirst

Martin Thomas

**Eakins Oath, 18 June 1862**

I do solemnly swear to keep secret the mode of using the de Villeroi submarine propeller, the method of supplying the atmosphere for its crew, and everything appertaining to said invention to be communicated to me under bond and oath; and not to divulge the same or anything relating thereto to any person or persons whatsoever, and not to employ or make use of the same on any application or modifications thereof, except under the express orders or by consent of the Government of the United States.

Signed by

Samuel Eakins

Sworn and subscribed before me this eighteenth day of June A.D. 1862,

W. W. Dougherty, Alderman

**Smith to Hirst, 18 June 1862** (telegram)

Bureau of Yards & Docks

18 June 1862

Hirst, Wm L., Esq., Philadelphia

I have approved bills and forwarded by mail to you for two thousand dollars favor of contractor, provided the boat is off. I write by mail.

Joseph Smith

**Smith to Hirst, 18 June 1862 B** (letter)

Bureau of Yards & Docks

18 June 1862

Hirst, Wm L., Philadelphia

I enclose herewith a bill in favor of Martin Thomas approved for $2000, on account of his contract for the Submarine Propeller. The first payment of $6000 was made as an advance to Neafie & Levy, the builders, in order to secure the boat and put her in possession of the Government at the instance of the contractor.

I presume the boat has been dispatched to Hampton Roads, if not the whole enterprise might as well be abandoned. The balance of the contract may well be paid after the boat arrives at her place of destination and shall prove satisfactory. Mr. Thomas offered to deliver her there. The commandant of the Navy Yard will direct that she be reported to Flag Officer Goldsborough.

Respectfully, YOS,  
Joseph Smith

**Thomas to Smith, 18 June 1862**

Philadelphia, 18 June 1862

Commodore Joseph Smith

Chief of the Bureau of Docks & Yards

Dear Sir,

The submarine boat would have left early this morning but the Navy Agent was unable to procure a tug till today and then she was not able to start till tomorrow morning. We will leave as early as she can be got off, say between 9 or ten o’clock.

I requested Mr. Hirst to ask you to write me to the care of Capt. Charles W. Thomas, Quartermaster, U.S. Army, Fortress Monroe, giving me transportation for myself and Mr. Moore to go with the boat. I think it would be well for us to have the tug to go with us from the Fortress to our place of destination, but you are the one to judge of that.

Martin Thomas

**Smith to Hirst, 19 June 1862** (lower right corner torn off)

Bureau of Docks & Yards

19 June 1862

Hirst, Wm. L., Philadelphia

Dear Sir,

Your letter of the 18th inst. with its enclosures has been received.

I rejoice to hear that the propeller will leave for Hampton Roads today. As the Department has been from the first very much governed by your advice and full faith in the success of this enterprise, it will not fail to discharge its obligations in the matter. The final payment on the contract has been withheld till a report on the completeness of the boat shall have been received. I do not presume the contractor doubts the good faith of the Government.

Instructions have been given to Flag Officer Goldsborough to employ the propeller in such submarine work as the service, in his judgment, shall require.

Assistant Secretary Fox is now at Hampton Roads, and will be there when the propeller arrives if she leaves this morning.

Flag Officer Goldsborough has discretion to retain the tug with the propeller, or employ [ ] may already have to attend [ ] I have written to Mr. Thomas [ ] you request.

Very respectfully,  
Joseph Smith

**Smith to Thomas, 19 June 1862**

Bureau of Docks & Yards

19 June 1862

Thomas Martin

Care of Capt. Charles W. Thomas  
Quartermaster, USA

Fortress Monroe

Your letter of the 18th inst. has been received.

You will call on Comm. Goldsborough who will afford you and Mr. Moore passage in the tug employed with the propeller. He has discretion to hire the tug which is sent with the propeller or employ one he may now have in service.

Respectfully, YOS,  
Joseph Smith

**Thomas to Smith, 20 June 1862**

Dear Sir,

You have been apprised of the Submarine Propeller having left this place.

I go tomorrow morning via Baltimore to reach Fortress Monroe in advance so all arrangements can be made for her proceeding to any point designated, without delay. I have every confidence in her. As I will not probably have much time to write from that point after her arrival, I desire to ask you if on her arrival and she is all perfect, you will make the draft for the balance of six thousand dollars to W. L. Hirst, attorney. He will disburse it to the proper parties.

Hoping that next \_\_\_ of me will be very satisfactory

Martin Thomas

**19 June Thursday**

*Satellite* arrives at Philadelphia to find her services are no longer needed. ([Ref. Letters #135](http://navyandmarine.org/alligator/letters.htm#135.))

**20 June Friday**

*Alligator* leaves Philadelphia under tow of the tug *Fred* *Kopp*, which carries Eakins and the crew of the submarine battery.([Ref. Letters #135](http://navyandmarine.org/alligator/letters.htm#135.))

**Smith to Eakins, 21 June 1862**

Bureau of Yards & Docks

21 June 1862

Eakins, Samuel

Commanding Submarine Propeller

Care of Flag Officer Goldsborough

Hampton Roads, Va.

You are placed in command of the submarine propeller. It is a trust of considerable importance, requiring the exercise of prudence, skill and good judgment on your part. So soon as you have fully tested the boat you will report to the Secretary of the Navy her description—the length, the breadth, depth, amount of ballast, what apparatus you have on and in her of all kinds, how she moves submerged, and at what speed, how she steers, how long it takes to depress her in five fathoms of water and how long to elevate her; how far and with what distinctness an object can be seen **through** **the glass globe on the top of the boat**; how the divers operate outside the boat at a depth of forty feet, and how well they are supplied with air from the boat and generally her completeness for service and the objects for which she was designed.

Respectfully, YOS,

Joseph Smith

P.S. You will of course act under the orders of Flag Officer Goldsborough

**Smith to Thomas, 21 June 1862**

Bureau of Yards & Docks

21 June 1862

Martin Thomas

Care of Flag Officer Goldsborough

Hampton Roads, Va.

I have received your letter of the 20th inst.

Comm. Goldsborough has been directed to allow you to accompany the propeller. So soon as she has been tried in regard to her movements, the facility with which she may be elevated and depressed; how the divers act and are supplied with air from the boat, as well as upon the other points proposed in the contract, and the Superintendent certifies that they are satisfactory, the balance of the contract money will be paid. I have instructed Mr. Eakins to report accordingly.

Respectfully, YOS,

Joseph Smith

**Selfridge to Welles, 8 August 1862**

Washington

August 8th 1862

Hon. Gideon Welles

Secretary of the Navy

Washington D.C.

In obedience to your orders I have the honor to make the following report upon the submarine boat “*Alligator*,” of which I am in charge, founded upon personal examination and experiment with her.

This submarine boat, as I understand, was to have possessed the following properties:

1st Facilities of immersion and emersion.

2nd Self propulsion above and below water.

3rd Capability of remaining with her crew a long time under water, by purifying the air contained in her, so as to admit of its being inhaled repeatedly so.

4th To be able to operate under water, and to permit a person to pass in and out at pleasure.

Most of these properties she does not possess to a practical degree, and in all else is deficient.

1st Facilities of immersion and emulsion. tons

Her apparatus for sinking and rising is good, and efficient for the purpose. She is incapable however of being suspended in the water, but must sink when immersed to the bottom; therefore she could only operate in such depth of water, that a person standing upon her could reach the vessel above him.

2nd Self propulsion above and below water.

She is in this particular very defective, being totally incapable of stemming an ordinary tide of the velocity of 1½ knots, and she is from her slow rate of speed and length difficult to manage with any exactness with the helm.

Her ventilation is bad, even above water with the man-hole open. On one occasion after her crew had been in her an hour two of them became so exhausted as to be lifted from the inside, and the remaining men all so much prostrated, as to be obliged to leave the inside, and to get in boats that were near. She has never been tried, but in this respect it is hardly probable she could do any better than in this instance.

3rd Capability of remaining under water.

She has no means of remaining under water. She has no means known to me of purifying and replenishing the exhaled air other than forcing it through lime water. This, though it would absorb much of the carbonic acid, would be of but partial value with her crew of twenty two persons. It would not be safe to remain more than an hour under the surface.

4th To be able to operate under water.

I cannot see that this submarine boat in its present state could be of any use in this particular. The means proposed by the inventor may be very pretty in theory, but in practice, they would not in my opinion be at all applicable.

By means of an air chamber, which is filled with compressed air, a person can get in and out of her. But there are no means of supplying that person with air, other than a common tube connecting with the mouth. It is extremely improbable that any person could be found, who with only this slight means of obtaining air, would remain any time under water. Such a person would be obliged to keep one hand upon his nostrils, and would have to be loaded [?] as to remain below the surface, a position that would admit of little exertion upon his part.

To sum up the whole, I consider that this vessel has such inherent defects as to preclude of her use, as her name indicates, for submarine purposes.

If her speed was greatly increased, her steering apparatus improved, and she [was \_\_\_?] a much better ventilation, she might be made use of to operate above the surface. The manner in which she could be brought in play in this particular is very limited, confined to approaching an enemy at night, and liable in this respect to be easily frustrated by a boat pulling near the vessel to be attacked.

It seems to me therefore under all the circumstances of doubtful expediency to proceed any further in improvements upon her.

I have the honor to be

Very Respectfully, YOS,

Thomas Selfridge

Lieut. Comd’g Sub. Boat “Alligator”

From these reports I conclude that the submarine boat is a failure.

[signature illegible]

**de Villeroi to Welles, 8 August 1862**

Philadelphia

August 8, 1862

Honorable Gideon Welles

Secretary of the Navy

Sir,

In answer to your letter of July, in which you tell me that I am no longer in the service of the Government since April 19th because on that date I had refused the service, allow me, Sir, to remark that it in all my correspondence I have always conformed strictly to the instructions of the Department, perhaps too much so, as this was the origin of my disgrace. I have always thought to be officer of the Government to direct the submarine boat, and not the man, the servant of a contractor, that had neither credit nor good will, who from unqualifiable motives has caused the expedition against the *Merrimac* before and after the disastrous affair at Hampton Roads to be missed.

But as all my recriminations have failed before opposed influence, there is nothing left to me, but to suffer your decision, begging you to send the pay for the four months: January, February, March, and April [… evident gap] has not fulfilled his duty I am obliged to refer to your authority.

How is it that the last of my sailors has been paid and that I have not yet received anything, not only the money I have advanced for my 20 men, but also my personal share from December 31st till May 19th, this being the date when the letter from the Secretary announced me that, not being able to agree with the contractor, the Department thought proper to appoint some one to replace me.

For every country in the world it is customary to pay the person employed, when discharged, and where one takes possession of his work he is indemnified. Does the American Government make an exception to this universal rule? I think not, and for such faults bad agents must be blamed.

Expecting your answer I am

Respectfully, YOS

De Villeroi

**de Villeroi to Smith, 9 October 1862**

Rec’d Oct 13, 1862

Philadelphia

October 9, 1862

Commodore Joseph Smith

Sir,

After what has happened between the Navy Department and myself, I feel you have not been more fortunate in your choice of your agents than in that of your contractor. I have kept silent for a long time, but every thing has an end.

In my demand, which was addressed to the President and the Secretary, my 20 men have received every thing that was due to them, but instead of giving me the charge to regulate their accounts, to receive their money, Mr. Hirst as Government agent was charged with it.

Consequently in your letter of June 9th you advise me to address to this agent for the claims that I might have on the payment of the men respecting the money I had advanced and for board charged to me from January till May (four months). I have sent in time my written account to Mr Hirst. He has neither paid me anything nor sent me a positive answer on this subject. As this agent [missing page “B”] …

… direct to me.

I say direct because from the money sent for the payment of my 20 men for the five months, I have not yet been able to obtain the sum which I have advanced in cash and for their board during this time, although I have sent my written bills and claims repeatedly to Mr. Hirst.

I have the honor to be

Respectfully, YOS,

De Villeroi

**Smith to de Villeroi, 13 October 1862**

Bureau of Yards & Docs

13 October 1862

De Villeroi, Brutus

Philadelphia, Pa.

Your letter of the 9th instant is received and in reply I have to say that your matter is with the Secretary of the Navy, and it is to your own dereliction of duty or obstinacy in not resuming your duty when called upon to take charge of the submarine boat enterprise and the payment and selection of the crew, that you must attribute all the short comings of which you complain.

I presume the Department holds in abeyance the decision whether or not you are entitled to any further compensation than what you have already received.

Respectfully, YOS,

Joseph Smith

**Private Letter  
Brutus de Villeroi to Commodore S. DuPont, 14 October 1862**

Philadelphia, October 14, 1862

The benevolence which you have manifested towards me relative to adapting my underwater navigation system makes it my duty to inform you of what happened in this regard.

On the favorable report of your commission, the Department of the Navy has agreed to a sum of $14,000 provided for building an underwater ship made of iron of 50 (?) feet long, 4½ feet wide, and 5½ in height, nominating me superintendent for the construction and 1st class engineer for building of the said ship.

Unfortunately the contract, as in many other circumstances, was given to a man who had just gone through bankruptcy (Mr. Martin Thomas) and for whom patriotism could have been summarized in dollars. The building was done quite well by Mr. Neafie and Levy; but when it was time to provide the interior supplies, the difficulties escalated between me, as superintendent, and the contractor. I want to point out to the Department the ill will of Mr. Martin Thomas and the ministerial response came as (1 February): “the contractor should furnish you with all you require or give up the enterprise at once.”

In spite of this formal order, Mr. Thomas persisted in not providing the tools necessary for the planned expedition against the *Merrimac* before the disastrous affaire at Hampton Roads. After all the tardiness, the expedition was missed. I do not know with what influence or in what reason the Ministry did not take steps to solve the issue with the contractor. We have suggested other expeditions and on April 27, I was ordered to be ready with my ship and the crew of 20 men to go in 10 days at Fort Monroe, however the contractor persisted in not providing us the essential equipment and the expedition was again canceled.

Mr. Neafy and Levy offered even, in writing, to provide all that I needed, in lieu of the contractor (the expense amounted to no more than 6,000 dollars); the department refused this offer, and maintained Mr. Thomas despite all my observations.

Finally on May 1st, without my certificate [agreement?], and even without letting me know in advance, my ship was taken from my the yard to be moved to the Navy yard and from there I don’t know where.

On May 19th, I received from the Ministry the notice that for lack of a meeting with the contractor, the government had replaced me with another officer–I, the inventor, a faithful to the cause of the Union.

But that wasn’t all. In case of my death, and not wishing the State to be deprived of the use of my system, I had put into a sealed envelope containing secret maneuvers with the instruction that the envelope should only be opened in case of my death at the service of the State… And well, without further ado, the envelope was taken, and my complaints were answered rudely that the government [would] use it as it wants and they will make the ship work without me if it is possible.

This is not all. I was given the charge of a crew of 20 men for six month without my receiving a penny. When after many complaints the men were paid, I was not reimbursed for all my expenses and I have still not received payment for my salary (?), from January 1 to May 19, date when of my destitution.

What can one believe of a government on which the influence of schemers and imposters manifests itself overtly. Unfortunately, one could quote a lot of other examples where intrigue and corruption are interspersed with administrative affairs, betrayal is not far.

So here is, my dear Commodore, the status of things relative to a work which has cost me a lot of work and expenses. You can understand the extent to which the means by which the story proceeded could seem monstrous to a Frenchman, and if you could provide me with a good advice on the conduct that I should follow in these circumstances, you would oblige, Commodore,

Your devoted servant  
De Villeroi  
1325 Pine Street

To Commodore Dupont

**Thomas to Smith, 27 February 1863**

CITATION: NARA RG71, Misc. Letters, Schott to Smith, 2/27/1863.

Dear Sir

Yours of the 26th came to hand this morning and I was much astonished and grieved at the tenor of it. I thought you understood all the conditions and the Contract for the Boat. It was continued between Capt Davis and Mr. Hirst to stand as originally made; Six Thousand Dollars to be paid on acct., balance when tested. Since then you have paid $2000 more on acct which has all and a great deal more been expended. You will not forget that I was always in doubt as to her speed by the oars and I told you so. However she was sent to James River; I followed as a volunteer at my own expense; Capt J. Rodgers would not risk our going up to remove the obstructions but ordered her to Fortress Monroe from whence she was ordered to Washington. Lieut. Selfridge was placed in charge; he objected to her want of sufficient speed and requested a survey by an Engineer. Mr Stimers made the examination and reported she could not be made to obtain any considerable speed. I differed with him and after the report was made to Asst Secy Fox, he authorized me to go to Philadelphia and get the machinery for a stern screw propeller and that it should be put in at the Navy Yard Washington. (I thought you knew all about it). I ordered the machinery, forwarded it by Express, started the workman at it when Commo. Wilkes’ vessels arrived and the men were taken off, and so it happened several times, until at last I sent men from Philad (paying their passage) and paid them additional wages. Finally the boat was finished and launched and tested as to her speed (the only thing not already obtained). She with twelve green men (instead of drilled crew of ten or twenty) obtained a speed of from five to seven knots an hour, nearly double what was required. President Lincoln, Mr. Fox and General Butler and Prof. Horsford witnessed her performance perfectly satisfied I believe. Prof Horsford descended in her, and remained submerged for one hour and seventeen minutes and was perfectly satisfied as to that part. I thought you knew all this. I think I am not claiming anything but what is fairly and justly due on my account. I have had more work and worriment with this Boat than with all the other business of my life. I have been sick nearly all the time since we left James River, although I have been frequently in Washington attending to and hurrying the work; and for the last ten weeks I have been ill at home and cannot leave the house with disease of the lungs, or I would have seen you in person of writing. I am sorry to trouble you with so long a letter, but cannot explain fully in fewer words. I regard the Boat now as the greatest success. She can be made to do anything and still remains at the Navy Yard Washington.

Awaiting your reply,

Very respectfully, YOS

Martin Thomas

per G. B. Schott.

The above was written at the dictation of Mr. Martin Thomas, himself too ill to write.

Very respectfully,

Guy Bryan Schott

**Schott to Smith, 5 March 1863**

CITATION: NARA RG71, Misc. Letters, Schott to Smith, 3/5/1863.

Philadelphia Mar 5, 1863

Admiral Joseph Smith

Bureau of Yards and Docks

Dear Sir,

Permit me on the part of Mr. Thomas to address you a few lines in relation to what we consider a misunderstanding as to what Mr Eakins has stated with regard to the Submarine Boat. Mr Thomas who has been long seriously ill, his condition aggravated by his physical incapacity to attend to the matter himself, and to see you in person, rallied on the following representations of Mr. Eakins as to the perfection he had attained in his arrangements, and the speed of the new propeller which rendered her all he desired. But on receipt of your recent letter he has declined so rapidly and is unable to write. Mr Eakins left yesterday for Washington having run on to explain position of matters there. We infer from two long conversations with him that a misunderstanding exists, easily explained. Mr. Eakins is a man of action and not of words. He is not a diplomatist, but a cool headed, energetic, brave man yet destitute of rashness, who wishes to do what he understands intelligently and with adequate preparation and foresight, so as to command success. He seems to have felt keenly, after the boat was completed to his satisfaction, the want of a crew and several obstacles encountered; and to have been ruffled at being expected to jump in the boat without adequate notice, with such men as would volunteer from the rough laborers of the yard, with orders to submerge her when the men who were never in her before not only refused to be submerged, but to allow him to sink her an inch beneath the surface, and were clamorous in demands for extra pay for their service in merely exhibiting her speed; to which he had no authority to accede. He felt naturally irritated when asked as he supposed, if he was ready to start off at once on a hazardous enterprise, without men somewhat practiced on whom he could rely to attempt an operation against Savannah or Charleston, and answered somewhat shortly. I think there must have been some misunderstanding. You, Admiral, I am sure, would not think of expecting a Navy Officer to man a frigate or Iron-Clad with common laborers and landsmen to start off to capture an enemy's stronghold fortified with all the appliance of military service in modern warfare!

Mr. Eakins informs me that he made the test of the boat's speed under unfavorable circumstances with just such men; and subsequently by accident, obtained a crew of six sailors from a boat near (American tars are afraid of nothing in the water) with whom he submerged her and remained under more than an hour to the satisfaction of Prof Horsford. He promises, even without a crew, if he is permitted to take some of the intelligent mechanics of the yard, who would be willing and assigned to assist in the experiment (especially if allowed to exercise them once or twice first) to give a satisfactory test of the boat in the presence of the Secretary and yourself, notwithstanding that he regards the arm of the river where she lies very inauspicious with its tortuous channel and mud banks.

In answer to Mr. Fox’s interrogatories, if he had not smarted under a sense of injustice and had expressed himself more diplomatically his answer would have been this: “It is true that Mr de Villeroi contemplated as one mode of operating, employing divers to go out of the bottom of the boat, in which a compartment is expressly constructed, and had an Italian trained to do this, who did it before the Board of Naval Officer (which diver has since served the Government faithfully in another capacity, having had a leg shot off at the capture of New Orleans).[[1]](#footnote-1) I was not witness to these experiments and have had no means to train divers, being still without even a crew. But that was not proposed as the only means or even the best, but simply one mode of operating. I propose another, by getting under a vessel’s quarter and working through the man-hole above. I not only avoid the risk of accident to the diver, and work with more economy to the Government, dispensing with them and reducing, with my new propeller, the crew from twenty to twelve men, but I propose to work myself, feeling more sure of success. The mode of accomplishing the object can be of no consequence if the result is gained: and indeed the whole manner of operating should be left to the Superintendent’s discretion, who knows more about the boat and submarine operations than \_\_\_ initiated. I am willing to undertake anything which in my judgement I can perform with the boat, but must have reliable men, who require some training to be confident of themselves & the boat and destitute of fear.”

This as far as I can understand, Admiral, is the gist of Mr. Eakins reasoning. Do you not think a calm reflection that he is right? And that it would be unjust to condemn the boat as a failure because he proposed a different mode of employing her, that one of the modes illustrated by Mr. De Villeroi’s experiments. We feel that we can leave the matter to your own sense of justice.

We have supplied to the Govt. in place of Mr. De Villeroi who was old and decrepit, with an energetic \_\_\_, cool headed practical man: we have given you, in place of a savant of unquestioned scientific attainment but whose knowledge was partially theoretical, a practical sub-marinist whose experience at Sebastopol is invaluable. All we ask is simple justice in the payment of amount provided by the Contract, (which was continued in force by Admiral Davis and under the authority of the Department) to be paid on completion of the Boat and that you will give Mr. Eakin a crew and employ him in some suitable service which he is able and willing to perform, if the Govt with only provide him with adequate means and preparation.

Very Respectfully

Yr. Obt Sevt

Guy Bryan Schott

For Martin Thomas and the

Other parties of interest.

**Schott to Smith, 19 March 1863**

CITATION: NARA RG71, Misc. Letters, Schott to Smith, 3/19/1863.

Philadelphia Mar 19, 1863

Admiral Joseph Smith

Bureau of Yards and Docks

Sir,

I have just had an interview with Mr. Eakins who arrived this morning. A telegraph addressed to him (care of Martin Thomas) remained several days unopened. Finally I suggested it might relate to the Submarine Boat and as we did not know his present whereabouts, it was rather due to him tho objectionable to ascertain its contents. Finding it was from the Department, I enclosed it to his old address. “Exchange Hotel, C street.” He had not received it, but on being informed of its contents decided to return tonight to Washington and will wait upon you tomorrow.

I find we erred in inferring that (from your letter) he might have stated, the boat could not be propelled any considerable under the water, her divers employed, etc. He states explicitly that there is not a shadow of a doubt of his ability to propel her under the surface almost as rapidly as on it. And that he so informed Mr. Fox, and of his ability to come up under a vessel. But that on being asked if he could (himself) come out of man-hole of the Diver's compartment and operate, he bluntly answered “No” on which he was abruptly discharged without explaining one of his proposed modes of operating.

The Department seems to have lost sight of the fact that Mr. Eakins took an oath not to divulge anything relating to the Boat. When called upon before to propose such a mode, he felt at liberty to suggest that of working through the man hole above, since it had been suggested by Lieut. Selfridge. Another which he stated vaguely to the Operator of Military Telegraph who said he should inform Mr. Fox of it (to which he is probably indebted for your Telegraph) he seemed to have wished to keep secret, as it was an idea of his own, and because he thought, as we do, that the manner of operating was of no importance so that he succeeded, and that the whole plan of operating which would vary according to the circumstances should be left to his own discretion.

He will communicate it in person, as far as necessary to prove to you its feasibility. I believe it properly practicable, and as Mr. Eakins tells me unhesitatingly that he is willing to go to Savannah or Charleston or wherever ordered to [?] an operation; and that he can get a crew in a short time from the test at the Navy Yard who would require little practice (as the important thing is to submerge them once, when they lose all fear). Allow me to express the hope, Admiral, that you will afford him the opportunity.

Very Respectfully, YOS

Guy Bryan Schott

1411 W. Penn Square

**Harwood to Fox, 25 March 1863**

NARA, RG45, Commandants' Letters, Washington Navy Yard, January-March 1863, Harwood to Fox, March 25, 1863.

March 25th 1863

The Honorable G. V. Fox

Ass’t Secretary of the Navy

Sir,

I have to acknowledge the receipt of your letter of today directing me to deliver to Acting Master Samuel Eakins an electro magnet (Magneto Electric Machine), wire, and cartridges.

Acting Master Henry J. Rogers will give Mr. Eakins the necessary instruction in regard to the use of the apparatus, as directed by the Department.

I have the honor to be, with great respect, YOS

Andrew Harwood

Commodore Commanding Potomac Flotilla

**Welles to Eakins, 26 March 1863**

March 26, 1863 entry, Orders to Volunteer Officers, October 1862-July 1863, RG45.

Navy Department, March 26th 1863

Acting Master Samuel Eakins

Washington, D.C.

Sir,

You will proceed to Hampton Roads in the steamer *Philadelphia* this evening, taking with you Acting Master’s Mate Moser, and all the freight for the *Alligator*. On your arrival at Hampton Roads, report to Acting Rear Admiral Lee, commanding the North Atlantic Blockading Squadron, who will afford you the earliest opportunity to reach Port Royal with the *Alligator* and freight, where you will report to Rear Admiral Dupont for such duty as he may assign you.

Very respectfully,

Gideon Welles

**145a-g2, Winchester report on loss of Alligator, 9 April 1863**

**Eakins to Welles, 9 April 1863**

CITATION: NARA RG71, Misc. Letters, Eakins to Welles, 4/9/1863.

U.S. Steamer Sumpter

U.S. Navy Yard, New York

April 9, 1863

Honorable Gideon Welles

Secretary of the Navy

Washington, D.C.

Sir,

I have the honor to inform the Department that I reported to Acting Master J. F. Winchester for a passage to Port Royal with the submarine steamer *Alligator* by order of Acting Rear Admiral S. P. Lee dated March 29th 1863 off Newport News, Va.

The *Sumpter* sailed in the morning of the 1st inst., and on the 2nd encountered a heavy gale from the Sd and Wd off Hatteras which obliged her to run off to the northward. About 3:40 p.m. it was reported to me that the port hawser attached to the *Alligator* had parted and at 5:30 p.m. I was informed that the ship was laboring heavily and that it would be impossible for the other hawser to hold out much longer—that a council of the officers was being held as to the propriety of letting the *Alligator* go adrift as she was evidently endangering the safety of the vessel. I immediately went on deck and seeing the position of affairs I concurred in the opinion of the other officers of the ship and the order was given to cut the hawser which was accordingly done.

I am sir, most respectfully, YOS,

Samuel Eakins

Acting Master

1. Only three men suffered leg amputation as a result of this engagement. QM George Murray served aboard USS *Pensacola*; Landsman Randall Taliferro on USS *Hartford*; (both Navy O.R.-- Series 1--Volume 18, 178); and Landsman Gustavus Mason on USS *Pensacola* (nor18\_179). [↑](#footnote-ref-1)