NEW JERSEY COURT OF ERRORS AND APPEALS.

Between:	
ALLEN L. RAMSAY, Complainant,	
and	
	On Bill, &c.
PERTH AMBOY SHIPBUILDING AND ENGINEERING COMPANY, Defendant.	
Between:	
WILLARD P. VOORHEES, Receiver of PERTH AMBOY SHIPBUILDING & ENGINEERING COMPANY, Appellant,	On Appeal from Chancery.
and	
THE UNITED STATES OF AMERICA, Claimant-Respondent.	

BRIEF ON PART OF APPELLANT.

The Receiver of the Perth Amboy Shipbuilding & Engineering Company, an insolvent corporation, appeals from a decree of the Chancellor ad-

judging that the claim of the United States for $48,800 is a valid and subsisting claim against the defendant corporation and should be allowed. (Printed book, p. 186.) This decree follows the opinion of Vice-Chancellor Stevens, found on pages 181, &c.

The claim of the United States is printed on pages 7 to 18: it is for unliquidated damages, the basis of estimation being the difference between the cost of construction of two steamers under a later contract with Pusey & Jones Company and the contract with the defendant corporation, such difference being the sum of $48,800. It alleges that the defendant company, having contracted for the construction of two steamers for the sum of $105,000 and having entered upon such contract, broken the same, and failed and neglected to complete the same, and abandoned said work of construction, the United States afterward advertised for and received new bids for said boats and entered into a contract with Pusey & Jones Company for the construction of said two steamers for the sum of $153,800.

The first contract is dated January 24, 1903; the defendant has many creditors and was adjudged insolvent August 3, 1903; the appellant was thereupon appointed Receiver and the corporation enjoined in the usual manner: the second contract is dated December 1, 1903.

The two contracts are printed with the claim on pages 12 to 18.

It is respectfully insisted by the appellant:

(1) That there is no warrant in the contract before the Court for the estimation of damages on the basis assumed in the claimant's claim and followed in the

decree of the Chancellor.

(2) The damages sought by claimant and found by the Court of Chancery were not in the contemplation of the parties to the said contract.

(3) It was the duty of the claimant in view of the terms of the contract, to mitigate the damages by completing the vessels, on which large sums of money had been spent by the defendant.

(4) Unliquidated damages of the character claimed in this instance are not the appropriate subject of ascertainment by the Court of Chancery.

(5) The claimant is not entitled to recover because the delay and failure to complete were the result of claimant's failure to make payments as the work progressed and promptly approve the plans submitted to it.

FIRST.

There is no warrant in the contract before the Court for the estimation of damages on the basis assumed in the claimant's claim and followed in the decree of the Chancellor.

It is well settled that a contract may provide in itself for the methods of ascertaining the damages for its breach. In this instance the provisions for ascertaining such damages are complete. In Article 5 (p. 13) the Government is given power to complete the work begun by the defendant corporation, but this Court has held in **Bernz vs. Marcus Sayre Company, 7 Dick. Ch. 275,**

that the contractor cannot compel the owner to perform under a clause of this character, the provision being designed to confer upon him a right to be exercised in his discretion. This construction, however, is not repugnant to the view that this is one of the methods of ascertaining the damages suffered by the owner. He may not be compelled to complete but may by such a clause restrict his right to recover damages to the amount required to complete the work contracted for.

In the present contract another provision for ascertaining damages is inserted. Under this (Art. 2, p. 12), in case the defendant corporation failed to complete in all respects and deliver the two steamers or either of them within the time specified in the contract the loss resulting to the United States from such failure was fixed at the rate of $50 per day per steamer for each and every day either or both of the steamers remains undelivered beyond the respective periods specified: and it was stipulated that the Government might withhold such amout as liquidated damages from any money due and payable to the defendant by the United States for work done under the contract. This Court has construed a somewhat similar clause as providing for liquidated damages and not creating a penalty.

Monmouth Park Association vs. Wallis Iron Works, 26 Vr. 132.

See also **United States vs. Bethlehem Steel Co., 205 U. S. 105, &c.**

In the claim filed by the Government and allowed by the Chancellor the damages are not calculated or ascertained under either of the provisions of the contract above recited and are not ascertained under any provision contained in the

contract. Under the authorities the claimant can avail itself of the terms of one or the other of Articles 2 and 5, but cannot disregard both and seek to obtain damages on general principles as though no provision had been made for the ascertainment of damages in the contract.

In **Wood's Mayne on Damages**, the learned author referring to cases where damages are limited by the acts of the parties, says (Secs. 158, 159):

"The second case presents much greater difficulty. It is that in which the parties to a contract, by previous agreement, fix the damages for its breach at a particular sum. Here the question at once arises whether the sum so fixed ought to be regarded as a penalty, or as liquidated damages.

This distinction is a most important one, because where the sum consists of the liquidated damages for breach of the agreement, fixed and agreed upon between the parties, that very sum is the ascertained damage, and the jury are confined to it. And if a verdict is given for a smaller sum, a new trial will be granted. And, of course, equally so if the verdict were for a larger sum. On the contrary, where the sum is treated as a penalty, either more or less than the amount stated may be recovered."

The contract having provided methods of ascertaining the claimant's damages, resort must be had to one or the other of these methods.

SECOND.

The damages sought by claimant and found by the Court of Chancery were not in the contemplation of the parties to the contract.

The familiar rule is that such damages may be recovered as may reasonably be supposed to have been in the contemplation of the parties in making the contract as the probable result of the breach. With Article 5 so fully and forcibly declaring the Government's right to complete, can it be said that the contractor had any further damages (outside of Article 2) in contemplation?

The application of this rule does not violate the spirit of **Bernz vs. Sayre** in any wise. It aims, not to compel completion by the owner, but to require him if he chooses not to complete, to demand no greater damages than if he had completed. Such limitation of damages is peculiarly apt to a case like the present, where, instead of completing, the owner decides to build two entirely new structures of the same character.

In the leading case, **Hadley vs. Baxendale, 9 Ex. 341, 26 Eng. L. & Eq. 398,** the proper rule is said to be, "Where the parties have made a contract which one of them has broken, the damages which the other party ought to receive, in respect to such breach of contract, should be such as may fairly and reasonably be considered either arising naturally, i. e., according to the usual course of things from such breach of contract itself, or such as may reasonably be supposed to have been in the contemplation of both parties at the time they made the contract, as the probable result of the breach of it."

Approved in New Jersey in numerous cases:

Crater vs. Binninger, 4 Vr. 513.
Walcott and al. vs. Mount, 7 Vr. 262, 9 Vr. 496.

In **Booth vs. Spuytenduyvil Rolling Mill Com-**

pany, 60 N. Y. 487, Chief Justice Church, at page 492, commenting on the rule of damages for breach of an executory contract, says: "If the contract is made to enable the plaintiff to perform a sub-contract the terms of which the defendant knows. he may be held liable for the difference between the sub-contract price and the principal contract price, and this is upon the ground that the parties have impliedly fixed the measure of damages themselves, or rather made the contract upon the basis of a fixed rule by which they may be assessed."

1 Sedgwick on Damages, p. 210. sec. 148.

In **American Surety Company vs. Woods, 105 Fed. Rep. 741,** where a contractor employed to do certain work without legal excuse abandoned the work unfinished and where the contract provided that in case of delay in doing the work the employer might take charge thereof and complete it at the cost of the contractor, it was held that the contract not only provided the measure of damages for the breach of the contract by the contractor if he should fail to complete the work but also the manner in which such damages should be ascertained. The Court, referring to this provision of the contract (p. 748), remarks:

"The provision seems to have been made for the benefit of both parties. It gave to the Sewerage Company the right and power to take charge of the sewers and finish them on account of the delay or failure of the contractors. On the other hand, it secured to the contractor any sum that might be left of the unpaid contract price after the Sewerage Company had paid for the completed work. It also fixed and limited their liability for damages on account of their failure to finish the work, so far as this item of damages is con-

cerned, to such excess as the Sewerage Company would have to pay over the contract price. This clause of the contract, conceding a different rule to prevail in its absence, rescued the case from the uncertain and speculative control of expert witnesses and applied to it the practical test of actual cost."

In **Hunt vs. Oregon Pac. Ry. Co., 36 Fed. Rep. 481**, a somewhat similar provision was before the Court. We quote from the opinion: "The contract gave the defendant the right whenever, in the judgment of its general manager, the work was delayed so as 'to imperil' its completion within the time limited 'to assume entire control of the work' and complete it; and 'any outlay so incurred by the defendant in excess of the contract price of the work shall be a charge against any balance' due the contractor for work done under the contract. This provision in the contract indicates plainly that the parties did not contemplate the payment of any damages for the delay or failure to construct the road until it was ascertained by the completion of the same what amount, if any, it cost in excess of the contract price."

The damages contemplated by the parties to the contract before the Court were only such as were suffered by the claimant after allowance to the defendant for the value of the work performed by it.

Lennon v. Smith, 124 N Y.. 578.

In this case the Court of Appeals held that the owner could not repudiate the contract for the purpose of barring the contractor's claim for his work and at the same time seek to make it effectual for the recovery of damages for its breach.

2 Sedgwick on Dam. Sec. 661.

THIRD.

It was the duty of the claimant, in view of the terms of the contract, to mitigate the damages by completing the vessels instead of constructing new ones.

The principle here contended for has been approved and enforced by text writers and Courts for many years and in a great variety of cases. It is treated in the books under the heads of "mitigation of damages" and "avoidable consequences." Its underlying merit is its inherent justice. Its application in the present instance is demanded by reason and equity.

"As has already been said, it is the duty of a party injured by the tortious act of breach of contract of another to make reasonable efforts to limit the damages suffered, and there can be no recovery for such damages as might have been so prevented. This is but another way of saying that a defendant may mitigate or reduce the recovery against him to whatever extent he can show that by reasonable efforts on the part of the plaintiff the damages might have been avoided."

8 Am. & Eng. Encyc. Law, p. 692, 2nd Edit.

2 Greenleaf on Evidence, Sec. 261 (End of section.)

"And generally, in other cases of special contract, where the party agrees to do a certain thing, or to perform specific services for a stipulated sum of money, as, for example, to perform a piece of mechanical work for an agreed price, or to occupy a tenement for a certain time at a specified rent, and deserts the undertaking be-

fore it is completed, or is turned away and forbidden to proceed by the other party, the measure of damages is not the entire contract price, but a just recompense for the actual injury which the party has sustained. And in all cases of breach of such specific contracts it is to be observed that, if the party injured can protect himself from damages at a trifling expense, or by any reasonable exertions, he is bound so to do. He can charge the delinquent party only for such damages as, by reasonable endeavors and expense, he could not prevent."

In a note to this section, **Gleason vs. Smith**, 9 **Cushing 486**, is quoted to this effect:

"Where there is a special contract to do a piece of work as to build a dam, and the person agreeing to do the work builds a dam, in good faith and with an honest intention of fulfilling the contract, though not according to the contract, the damages are found by deducting from the contract price so much as the dam built is worth less than the dam contracted for. * * * * Where there is a deficiency in the work, the measure of damages is the amount required to be paid to complete the work according to the contract."

"It is a general principle of law in case of a breach of a specific contract that if the injured party can protect himself from damage he is bound to do so if practicable at a moderate expense or by ordinary efforts and he can charge the delinquent party for such expense and efforts and for such damages only as could not be prevented by the exercise of such diligence."

Beymer v. McBride 37 Iowa 114.

Numerous instances of the application of the

rule are to be found in the Federal and New York cases.

In **Johnson vs. Meeker, 96 N. Y. 93,** Mr. Justice Miller, on page 97, says: "The rule is well settled that the party who is injured by breach of an agreement is bound to do what lies in his power to render the damages as light as possible."

This case is made more pertinent by the fact that in this instance the defendant hired the plaintiff's barge with captain and crew for ten months and abandoned the barge after using it three months. The plaintiff notified defendant that unless he used the barge plaintiff would do so for the rest of the term, and receiving no response the plaintiff took possession of the barge, notwithstanding the control and possession theretofore held by the defendant.

In **United States vs. Smith, 94 U. S. 214,** Chief Justice Waite approved as clearly right the finding of the Court of Claims allowing the contractor a sum certain, estimated to be the amount which was necessary to place the contractor in the same condition he would have been if he would have been allowed to proceed without interference and not allowing anything for loss or injury to his materials which he might have prevented by the exercise of reasonable care and prudence.

In **The Havilah, 50 Fed. Rep. 331,** and **Penn. R. Co. vs. Washburn, 50 Fed. Rep. 335,** the owners of injured vessels were refused compensation for damages which might have been prevented by employment of reasonable means.

See also:

Hamilton vs. McPherson, 28 N. Y. 73.
Wicker vs. Hoppock, 73 U. S. 94.
Dillon vs. Anderson, 43 N. Y. 231.
Morrell vs. Irving, F. I. Co., 33 N. Y. 429.
Kidd vs. McCormick, 83 N. Y. 391, 399.
New York State M. Milk Pan Co. vs. Pennington, 109 N. Y. 143.
Vol. 13, Cyclopedia Law and Procedure, page 72.

Miller vs. Mariners Church, 7 Maine, 51, at page 55: "In other cases arising from a non performance of agreements the standard is less definite and necessarily attended with greater uncertainty. In general, the delinquent party is holden to make good the loss occasioned by his delinquency. His liability is limited to direct damages which according to the nature of the subject may be contemplated or presumed to result from his failure. Presumed or speculative damages, although susceptible of proof and deduceible from the non-performance, are not allowed, and if the party injured has it in his power to take measures by which his loss may be less aggravated, this may be expected of him. Thus, in a contract of assurance where the assured may be entitled to recover for a total loss, he or the men employed by him becomes the agent of the assurer to save and turn to the best account such of the property of the assured as can be preserved. * * * * * If the party entitled to the benefit of a contract can protect himself from a loss arising from a breach at a trifling expense or with reasonable exertions, he fails in social duty if he omits to do so, regardless of the increased amount of damages for which he may intend to hold the other contracting party liable."

Taylor vs. Read, 4 Paige 561.
Cunningham Iron Works vs. Warren

Mfg. Co., 80 Fed. Rep. 378.
Hopkins vs. Sanford, 41 Mich. 243.

"When a party is injured by non-performance of a contract, especially of the kind existing between these parties, the other party, if he has it in his power, is bound to lessen the damages if he can do so by reasonable exertions, and, if he is necessarily compelled to perform more labor or put to greater expense, these are matters which are properly chargeable against the party in default; and, if a party who is entitled to the benefits of a contract receives notice from the other party that he cannot perform its conditions, then it is the duty of such party to save the party in default, as far as it is in his power to do so, all further damages, though the performance of this duty may call for affirmative action."

Hewson Herzog Co. vs. Minnesota Brick Co., 55 Minn., 530-535.

In **1 Sutherland on Damages, Section 157,** this instance is given:

"If animals are killed through negligence it is the duty of their owner, if their carcasses are of any appreciable value, for any purpose, to use such measure of diligence as is reasonable, considering the circumstances, to realize for them all they are worth. If he fails to do so their net value must be estimated and deducted from the damages claimed."

Quoting from **The New Orleans, Jack. & Gr. No. R. R. vs. John R. Echols, et al., 54 Miss. 264-272:** "A party subject to injury from breach of contract is under duty to make reasonable exertions to reduce his damages as much as practicable. If he, through negligence, or wilfulness, al-

lows the damages to be unnecessarily enhanced, the increased loss should justly fall upon himself. Echols & Green could not, because the Railroad had abandoned the contract, suffer the property to go to decay and become utterly useless, so as to hold the defendant for the original cost and value, it was their duty either to sell the articles at the best price obtainable or to put them to some use for which they were adapted."

The principle involved does not seem to have been frequently applied in this State, but it is clearly recognized by Vice Chancellor Pitney in **Lurch vs. Holder, 27 Atlantic Reporter 81.**

It is recognized, also, by Vice Chancellor Stevens, in his opinion in which many of the above and other cases are cited. But he reaches the conclusion that the defendant might not have been benefited by the completion of the boats by the claimant (p. 185). The figures, we respectfully submit, make it clear that such a course would have been highly beneficial. The defendant spent $52,244.45 (pp. 64, 280) on vessels specially designed for the use of claimant. Had these unfinished vessels been utilized, it is possible that the Government might, as the Vice Chancellor suggests, have had a claim of $9,000 against the receiver, but that would have been less by $40,000 than the one now under consideration. The vessels designed and built for the claimant are worth little or nothing to any one else. The claimant would have lost nothing and the Receiver and the other creditors would have gained $40,000 by the course suggested.

It must be remembered that the work on the vessels was well advanced and had all been approved by the Government (p. 81); that $40,000 or thereabouts could have been saved in money

(pp. 82, 128, 147), and over three months in time (pp. 127, 146) by using the hulls as they stood, and that the claimant had power to complete but chose to build new boats of the same character. Had the claimant decided to abandon the use of boats of this type, or build no other boats, the case would have presented a different aspect. But the great expenditure of the defendant was wantonly wasted and the same work needlessly performed again by another contractor.

We submit that the burden of showing that the damages could have been mitigated by completing the boats, has been met by the appellant. The testimony cited above as to the amounts and time which could have been saved, stands uncontradicted, although one of the claimant's inspectors and experts was afterward recalled to the stand and examined at great length (pp. 160 to 180.) It must, therefore, be taken as admittedly true.

FOURTH.

Unliquidated damages of the character claimed in this instance are not the appropriate subject of ascertainment by the Court of Chancery.

It is beyond debate that unliquidated damages for breach of contract cannot be admeasured under the authority of the Chancellor.

Palys vs. Jewett, 5 Stew. 302, 305, 311.

In the case at bar, the claimant obtained leave to file its claim out of time (p. 6) and on the same day leave to sue on the bond given to secure the contract (p. 22). Thereupon it filed its claim with the Receiver of the defendant corporation. Under Section 77 of the revised corporation act (taking the place of Section 78 of the Act of 1875)

the creditor or claimant may on laying his claim before the Receiver demand that a jury shall decide upon his claim and the Receiver may in like manner demand that the same be referred to a jury. In the present instance neither the claimant nor the Receiver made such demand. The Receiver, after consideration of the claim, disallowed it, and the Court of Chancery reversed such disallowance. We respectfully submit that this Court has not sanctioned, nor intended to sanction as a general practice, the ascertainment of unliquidated damages by the Court of Chancery even though a jury is not demanded by either party, and that notwithstanding the broad language of Section 77 it was not intended that receivers and Courts of Equity should assume jurisdiction to try suits for damages arising out of torts or breaches of contract.

In **Spader vs. Mural Decoration Mfg. Co.**, 2 **Dick. Ch. 18**, claims for breach of contract occasioned by the insolvency of the defendant corporation were before the Chancellor. It was there held that the claimant was entitled to present a claim to the receiver for the amount of damages suffered by the breach and that those damages were to be ascertained by an issue framed by a Justice of the Supreme Court and tried by a jury.

In **Rosenbaum vs. Credit System Co., 32 Vr.** 543, this Court held that the forfeiture of the charter of the corporation would not bar recovery of damages and approved the liberal view taken by the Court of Chancery in its construction of this feature of the Corporation Act. The proceedings then before the Court were at law and the suit is described as brought by permission of the Chancellor virtually as a feigned issue out of Chancery in the insolvency proceedings to aid in the ascertainment of an obligation or debt.

In the case of **Lehigh and Wilkesbarre Company vs. Stevens and Condit Transit Co., 18 Dick. Ch. 107,** claimant for a tort committed before the declaration of insolvency, but not reduced to judgment until after, was allowed to come in and share on an equality with other creditors of the corporation. But in that instance the damages were ascertained by an action at law and the claim reduced to judgment.

In **Bolles vs. Crescent D. & C. Co., 8 Dick. Ch. 614,** Vice Chancellor Reed settles the important question before him, but adds (p. 623): "Whether this petitioner (claimant) should now be permitted to come in or whether any particular amount of damages, under the circumstances, is provable, is not a question submitted for my decision."

See also **Krueger vs. Armitage, 13 Dick. Ch. 357,** approved by this Court, in **Polhemus vs. Holland Trust Co., 16 Dick. Ch. 655.** In the last named case it was held that the defendant, by answering fully, on the merits, had submitted to the jurisdiction of the Court, but that the mere recovery of damages sustained through alleged fraudulent misrepresentation, could not be effected in the Court of Chancery.

In **Bloomfield vs. Glen Ridge, 10 Dick. Ch. 505, 511,** Mr. Justice VanSyckel refers to the discretionary power to retain a suit for damages, but declares that "it has been exercised in rare cases and under peculiar circumstances."

In view of the character of the damages sought to be recovered against the appellant, the permission of the Court already granted to sue on the bond and the important principle involved, it is respectfully insisted that the claimant should be compelled to resort to its remedy at law.

FIFTH.

The defendant corporation should not be charged with a breach of the contract with claimant, because the delay and failure to complete were due in great measure to the claimant's failure to make payments as the work progressed and promptly approve the plans submitted to it.

The claim filed with the Receiver (p. 9) alleges that the defendant, having entered upon the contract, broke it, failed and neglected to complete the same and abandoned the work of construction.

It is true that the boats were not completed within the time limited in the contract and that the defendant did not complete the work, but the defendant insists that these results are due to the failure to pay and obstructive delays on the part of the claimant.

Admittedly the work on the boats had progressed to the extent of 20.10% in one case and 12.05% in the other (p. 47). This work had all been approved by the claimant's representatives (p. 81). It involvod a great expenditure of money, from $40,000 to $54,000. Not a dollar was paid on account by the claimant. The delay and failure to finish were due to the default in payment and delay in approving the plans. The Government, under the testimony, was bound to pay every thirty days. This term is not in the written contract but the making of it is established beyond dispute.

Mr. Ramsay (p. 62) describes what took place when the contract was signed, and this is nowhere denied. With the President of the Company he attended at the Quarter-Master's Office, where the

contract was signed (p. 61) and before its execution he went to Major Wheeler, who signed for the claimant (p. 62) and called his attention to the clause of the contract which provided that payments should be made at such times and in such amounts as the officer in charge of the work might elect; he was referred to Major Littell, and asked him the meaning of this clause, stating that the Company depended for the carrying on of the contract on the payments of the Government, and if it didn't get those payments promptly, it would be no use to sign the contract: he asked him when he could expect the payments, and was told "about every thirty days." He asked, further, if the Company could expect a payment when the material arrived in the yard, and he (Major Littel) said he didn't know about that, but turned to Mr. Anthony and inquired of him as to the practice of the Government, and Mr. Anthony said he thought it was all right; that they would pay for it upon the material being received in the yard. Mr. Anthony was a witness the same day as Mr. Ramsay and made no attempt to contradict this testimony.

On the strength of this assurance the contract was signed (p. 62) and the claimant was so informed.

This evidence was received, subject to objection. Recognizing the rule laid down in **Naumberg vs. Young, 15 Vroom, 331**, we insist that this testimony is competent.

The contract provides: "Payments to be made at such times and in such amounts as the officer in charge of the work may elect, based upon estimates to be made by him of completed work."

Apart from some custom or usage, unexplained

by resort to the prior negotiations between the parties, this would seem to mean that the officer in charge of the work might elect to pay all when the work was finished, or, if it pleased him, might pay at some time or other during the progress of the work. So wide a discretion in the hands of an honest official might prove ruinous to a builder, and in the hands of a dishonest one would invite corrupt practices. Undoubtedly a custom prevails as to the time of payment, and this custom we are permitted under the rules of evidence to introduce.

As a recent scholarly writer puts it:

"In other words, that usage or custom of a trade or locality which would otherwise by implication form a part of the transaction will equally form a part when the transaction has been embodied in a document provided the document was not intended to cover the topic affected by the custom."

4 Wigmore on Evidence, Sec. 2440.

See also **Stephen's Digest Evidence, Art. 90, Clauses 2, 3, 5.**

Wigglesworth vs. Dallison, 1 Smith's Leading Cases, star pp. 670, 677.

Bruce v. Pearsall, 30 Vr. 62, affirmed page 556.

This evidence is admissible to make clear the meaning intended by recourse to the prior negotiations between the parties **(United States vs. Bethlehem Steel Co., 205 U. S. 105, &c.)** and under the exception to the rule laid down by Stephen, **Art. 90, Clause 3,** "The existence of any separate oral agreement, constituting a condition precedent to the attaching of any obligation un-

der any such contract, grant, or disposition of property.''

The undisputed testimony shows that the contract was signed only after and upon the assurance of payments every thirty days.

We insist, therefore, that this usage, disclosed by the officers in authority to Mr. Ramsay, and the declaration of which was the inducement on which the contract was signed, was as much a part of the contract as though it had been expressly embodied in it.

This part of the contract was never kept and notwithstanding the work was approved by the Government inspectors, and that many thousands of dollars were expended by the Shipbuilding Company, not a single dollar was paid on account.

As Mr. Ramsay had told the officials, the Company expected the money from the government to carry on its work, and failing to receive it was unable to conduct the work to its completion. The responsibility for the delay and failure to complete rested with the Government and grew out of the failure to keep its contract and to observe its usual custom in making payment.

The Government cannot, therefore, claim damage for failure by the Shipbuilding Company to complete.

2 Parsons on Cont., star p. 676.

The time within which the vessels were to be completed under the contract was about five months. The time in the contract with Pusey & Jones Company was nearly nine months. Time was a factor governing the award of the contract (p. 195, line 15.)

It will be readily seen that under the contract now before the Court it was necessary that the greatest expedition should be used by the Government in the examination and approval of the plans furnished by the Shipbuilding Company. On the contrary, it is shown by respondent's Exhibit, 2, (p. 285) that the delays were numerous, and in many instances extended over weeks, and in one instance the time occupied from date of first submission to final approval was two and one-half months. **(Letters on pp. 287, 217, 298, 238.)**

This is referred to in Mr. Ramsay's testimony on page 67 and in Mr. Masters' testimony, pages 78, 79.

The vessels were not completed by the Shipbuilding Company because of the failure of the Government to pay according to its custom as stated to Mr. Ramsay. The Company had not the means to continue the work.

Outside the reasons stated in the claim, other matters indicating possible disapproval on the part of the Government have been introduced by the claimant.

One relates to the rust, referred to by Mr. Burton, on page 30, which he did not consider important enough to put in his report of June 29 (p. 58) and which he is not sure is not beneficial (p. 37.)

Mr. Burton, as Mr. Scott puts it, "was generally considered the inspector at the yard for that plant" (p. 180).

One or two other witnesses had something to say as to the equipment of the yard.

These reasons are frivolous.

Mr. Masters, who left the yard in August, 1903, testifies to the absence of any unusual rust, the equipment of the yard, and the fact that all the work on both vessels had been, so far as it had gone all approved by the Quarter Master's Department (pp. 80, 81.)

Mr. Fairburn and Mr. Caswell (p. 119, et seq.) testify to the complete equipment of the yard and the exceedingly slight importance of the rust on the material in the keels of the vessels and the large amount which could have been saved to the Government by completing the vessels at the yard.

These gentlemen were thoroughly qualified as experts, and by reason of actual knowledge of the shipyard and observation of the vessels, to speak with authority upon the subjects brought to their attention. Mr. Fairburn, in particular, is not only gifted by nature with great talent, but has had the benefit of an education and experience in this country and Europe that few men can boast.

It is respectfully submitted that the decree of the Chancellor should be reversed.

ADRIAN LYON,
FRANK P. McDERMOTT,

Counsel of Appellant.

New Jersey Court of Errors and Appeals.

Between
ALLAN L. RAMSEY,
Complainant,
and
PERTH AMBOY SHIPBUILDING & ENGINEERING COMPANY,
Defendant.

On Bill, &c. Appeal from Chancery. On Appeal of the United States, Claimant and Respondent, from order of Receiver disallowing claim.

Brief of Respondent.

STATE OF FACTS.

Under date of January 24, 1903, the defendant entered into contract with the United States to build two vessels for the Quartermaster's Department, according to certain plans and specifications which were made a part of the contract. The contract price was $105,000 for the two vessels, one to be completed in one hundred and twenty working days, and the other in one hundred and thirty working days from January 24, 1903, the work to be carried forward with reasonable dispatch and com-

pleted on or before June 29, 1903, (Exhibits "C 1," "C 2," and "C 3," book pp. 12, 26 and 193)

The vessels were to be built under the special survey of the American Bureau of Shipping, (Exhibit "C 2," paragraph 16, Book p. 196.)

The defendant began the construction of these two vessels and on the 29th day of June, 1903, when the work should have been completed one vessel, designated in the Yard as Number 5, was 20.1 per cent. completed, and the other, designated as Number 6, was 12.5 per cent. completed. (Pp. 27, 28, 29, 44, 45, 46, 47, 48, 49 and 202 of book) The work was practically at a stand still from that date. (Page 29 of Book.) No work was done after July 22, 1903. (Page 29 of Book.) The incomplete condition of these vessels on June 2, 1903, is shown by photographs, (Exhibits "C 4" and "C 5.") The company was adjudged insolvent August 3, 1903, as appears by the record in the proceedings, a receiver appointed and work discontinued. October 2, 1903, the defendant was notified that the contract was considered abandoned, and that it would be so treated. Article five of the contract gave the claimant power to complete the contract under certain conditions. The defendant was notified that the claimant would not complete the vessels under this clause of the contract, but that contracts would be made with other parties for two other vessels. (Exhibit "C 6," page 202 of book.) Thereupon bids were advertised for to construct two vessels after the plans and specifications controlling the vessels building by the defendant, six bids were received, and the contract awarded to the Pusy & Jones Company who bid $77,770 for one vessel, and $76,900 each for two vessels, it being the lowest bidder, which vessels were completed by that company and

the contract price paid by the claimant. (Book pages 15, 55 and 206, Exhibits "C 8" and "C 9.")

The defendant offered evidence to the effect that $52,244.45 had been expended for labor and material on these two vessels, of which sum probably $5,000 was expended for materials that could be used in the construction of other vessels.

The defendant also offered evidence to the effect that the work was delayed by the failure of the claimant to approve plans promptly. The circumstances surrounding the approval of these plans are shown by the correspondence in evidence, (Exhibits "C 1," pages 208 to 256, and "C 2," pages 256 to 266, "C 3," pages 266 to 269, "C 4," pages 269 to 280, and "D 1," pages 286 to 310,) which correspondence is analyzed in schedule "A," attached to this brief.

POINTS AND AUTHORITIES.

1. *The appellant should not be permitted to urge the reversal of the decree on the ground that the respondent failed to mitigate the damage, as such ground of appeal is not set forth in the petition.*

Butterfield v. Third Avenue Savings Bank, 10 C.E. Gr. 533, at 535.

N. J. Building, Loan & Investment Co. v. Lord, 21 Dick. 344.

Penn. Insurance Company v. Semple, 11 Stew. 575.

Cumberland Lumber Co. v. Clinton Hill Lumber Co., 12 Dick. 627.

New Jersey State Library

2. (a) *The contract was an entire contract.*

(b) *Being an entire contract, complete performance by the company is a condition precedent.*

Ritchie v. Atkinson, 10 East., 295.

Cheddicks, Exr., v. Marsh, 1 Zab. 463.

Larkin v. Heckscher, 22 Vr. 133.

Grassman v. Bowers, 5 Stew. 43.

School Trustees v. Bennett, 3 Dutch. 513

Thompson v. Conover, 3 Vr. 467.

Derrickson v. Edwards, 4 Dutch. 39.

3. *The contract had been abandoned.*

4. *There was no delay, on the part of the claimant, in the approval of plans, sufficient to justify an abandonment of the contract.*

5. *The time and manner of payment under the contract, so far as in writing, cannot be altered by parol evidence.*

Naumberg v. Young, 15 Vr. 331.

Hallenbeck v. Chapman, 43 Vr. 202.

6. *The claimant was not obliged to complete the vessels (if the right to do so had accrued), under the stipulations of article five of the contract.*

Bernz v. Marcus Sayre Co., 7 Dick. 275.

Crane v. Peer, 16 Stew. 553.

St. Peter's Catholic Church v. Vannote, 21 Dick. 78.

Pierson v. Haddonfield, 21 Dick. 180.

Avon By the Sea Land, &c., Co. v. Thompson, 15 Dick. 207.

Bradley Currier Co. v. Bernz, 10 Dick. 10.

7 (a) *The measure of damage is the difference between the contract price and the cost of procuring similar vessels elsewhere.*

Robinson v. Harman, 1 Exch 855.

Griffin v. Colner, 16 N. Y. 489.

Cutting v. Railway Co., 13 Allen 381.

Croucher v. Oakman, 3 Allen 185.

(b) *On the facts, it was not the duty of the claimant to complete the vessels in mitigation of damages.*

Benjamin on Sales (4th Am. Ed.) Par. 1327.

Wicker v. Hoppeck, 73 U. S. 94.

Warren v. Stoddard, 105 U. S. 224.

Sedg on damages, par. 205.

Loker v. Damon, 17 Pick. 284.

Larkin v. Hecksher, 22 Vr. 135.

Beymer v. McBride, 37 Ia. 114.

Hamilton v. McPherson, 28 N. Y. 72.

Dillon v. Anderson, 43 N. Y. 231.

The Baltimore, 8 Wall. 377.

The Falcon, 19 Wall. 75.

The Havilah, 50 Fed. 331.

Thompson v. Shattuck, 2. Metc. 615.

Watkins v. Rist, 67 Vt. 284; 31 Atl. 413.

Grindle v. Eastern Express, 67 Me. 317.

Sherman Centre Town Co v. Leonard, 46 Kan. 354; 26 Pac. 717.

(c) *The burden of showing the loss could have been avoided was on the company.*

Hamilton v. McPherson, 28 N. Y. 72.

Howard v. Daly, 16 N. Y. 362.

8. *The company is estopped from asserting it was the duty of the claimant to complete the vessels.*

Camden v. Ward, 38 Vr. 558.

9. *The decree of the Court of Chancery should be affirmed with Costs.*

1. *The appellant should not be permitted to urge the reversal of the decree on the ground that the respondent has failed to mitigate the damage, as such ground of appeal is not set fourth in the petition.*

Rule 21 of this Court requires "the grounds of appeal" to be stated in the petition of appeal.

Attention was called to this rule in Butterfield v. Third Avenue Savings Bank, 10 C. E Gr., 533, at 535, where the Court says:

> "But, although the defendant was not permitted to amend his answer in the particular question, an attempt was made by him, on the trial before the Vice-Chancellor, to gain the same end by another method. He first insisted that the complainant must prove its corporate existence, and its capacity to take lands by way of mortgage in this State; and that effort failing, he offered to show that in making the loan upon which the mortgage rested, the complainant acted in violation of the laws of New York.

"It will be observed that in his petition of appeal, none of these objections to the decree are particularly assigned. The complaint, as therein stated, is in general form, that the complainant's mortgage is held to be a valid lien. One of the grounds of exception now advanced is that the Vice-Chancellor would not admit evidence going to a certain point. Such generality of objection would scarcely seem to be a compliance with the rule of this court requiring the 'grounds of appeal' to be stated. The purpose of this provision is obviously to require a notice to the opposite party, of the points in the proceeding which are to be made the subject of complaint in the appellate court, and an indefinite statement of this kind will certainly, in a scant measure, effect that purpose. It will, no doubt, often happen in these trials before the Vice-Chancellor, and which are such entire novelties in the equity practice in this State, that many matters will arise to which exceptions will be taken. How far such matters, so called in question, are to be pointed to in the petition of appeal, it will be for the practicers in the court to consider, and for this court, in the future, as the case may arise, to finally decide. At present, it is sufficient to say that as this mode of proceeding in this particular was altogether unsettled, the objections taken in the respects in question will, on this occasion, be considered by the court, without regard to this point of form."

In Penn. Insurance Co. v. Semple, 11 Stew. 575, at 586, the court refused to consider a ground of appeal not embodied in the petition nor the subject of proof or consideration in the court below.

In Cumberland Lumber Co. v. Clinton Hill Lumber Mfg. Co., 12 Dick. 627, the Penn. Insurance Co. v. Semple, ibid, is cited with approval, on this point.

In New Jersey Building, Loan and Investment Co. v. Lord, 21 Dick., 345, a petition of appeal was

filed in which the appellant appealed from the decree and "*from the whole and every part*" thereof, particularizing, however, such part of the decree as held "that the mortgage of the said complainant in the pleadings in the cause mentioned is an existing encumbrance upon the mortgaged premises, and that there is due thereon the sum of twenty-five thousand, eight hundred and seventy two dollars and thirty-seven cents, and that the whole of the said decree * * * is erroneous for that the said mortgage is not a lien upon the said premises, and that there is nothing due thereon."

By his brief, the appellant sought relief from this Court because he had been deprived of an opportunity to defend the complainant's suit. On this point the Court said, at page 350:

"2. The appealing defendant seeks, however, by his brief, to evade the obstacle which the decree pro confesso thus represents, by asserting that the true 'question for consideration here is whether the defendant was improperly deprived of an opportunity to defend the complainant's suit.' And he insists that he was so deprived by the successive operation of the order of March 31st (not 24th), 1903, striking out his answer, and the interlocutory decree of May 1st, 1903.

"Without adverting to any other answer that might be given to this contention (and such answer is not wanting) it is sufficient to say that no such 'ground of appeal' is to be found in the petition of appeal now before us Rule 21 of this court requires the appellant to 'file a petition of appeal in which shall be briefly stated the order or decree complained of and the grounds of appeal.' The object of the rule is twofold—first, to apprise the court, through the petition and the answer thereto, of the issue between the appellant and respondent; and secondly (as already determined in 10 C. E. Gr.,

at p. 536), 'to require a notice to the opposite party of the points in the proceeding which are to be made the subject of complaint in the appellate court.'

"In Butterfield v. Third Avenue Savings Bank, 10 C. E. Gr.. 533, 536, the ground of appeal in the petition was 'that the complainant's mortgage was held to be a valid lien; and in argument the objection advanced was 'that the Vice-Chancellor would not admit evidence going to a certain point.' Whereupon this Court said that 'such generality of objection would scarcely seem to be a compliance with the rule requiring the grounds of appeal to be stated.

"We are but maintaining, or, perhaps, logically extending, the view taken in the Butterfield case, when we hold, as we now do, that the appellant herein can, neither in accordance with rule 21, nor with plain principles of justice, assail the decree in the cause below upon grounds of appeal which are nowhere stated in his petition. See, also, Cumberland Lumber Co. v. Clinton Hill Lumber Manufacturing Co., 12 Dick. Ch. Rep. 629"

Starting with the Butterfield case this Court has, from time to time, decided that rule 21 requires the grounds of appeal to be particularly assigned with respect to certain objections. Rule 21 does not distinguish and, therefore, it is necessary to assign grounds of appeal in every instance.

With this review of the cases we will take up the petition of appeal now before this court (p. 190 of book.)

It will be noted that the appeal is "from the whole and every part of the decree" * * * "upon the ground" * * * "that the adjudication * * * disallowing the said claim of the United States of America be affirmed and that the aforesaid claim should be *wholly* disallowed * * *."

The appellant urges, as his principal ground for relief, what he alleges to be a failure of the United States to mitigate damages. Such a contention admits a right of action in the claimant and it becomes merely a question of amount. Such a proposition is not covered by the ground assigned for reversal—in fact, it is antagonistic. The appellant argues the claim should be *partially* disallowed and not *wholly*.

It is submitted that there is no ground of appeal covering this point and it should not be considered by this Court.

2. (a) *The contract is an entire contract.*

As said by Lord Ellenborough in Ritchie vs. Atkinson, 10 East, 295, the question whether a contract is entire or divisable depends:

> "not on any formal arrangement of words but on the reason and sense of the thing as it is to be collected from the whole contract."

The whole contract must be taken together. Cheddicks, Executor, vs. Marsh, 1 Zab. 463.

> "The entirety of a contract does not depend upon its subject matter. An entire contract is a contract the consideration of which is entire on both sides. Whenever there is a contract to pay a gross sum for a certain definite consideration the contract is entire, and not apportionable either in law or in equity." Story on Contracts, Sec. 22. Beach vs. Mullin, 5 Vr. p. 343, at page 344.

Even if payment is to be made in instalments the contract does not thereby become divisable. Larkin

vs. Heckscher, 22 Vr. 133. Grassman vs. Bower, 5 Stew. 43.

In School Trustees vs. Bennett, 3 Dutch, 513, a contract to construct a school house for a certain sum to be paid in instalments was held and entire contract.

In Thompson vs. Conover, 3 Vr. 467, a sale of corn for a certain sum was held to be an entire contract.

In Derrickson vs. Edwards, 4 Dutch, 39, affirmed 5 Dutch, 468, a contract to do certain work on a paper mill for a certain sum was held to be entire.

(b) *Being an entire contract complete performance by the company was a condition precedent.*

When a person contracts he must perform.

"No matter how harsh and apparently unjust in its operation the rule may occasionally be it cannot be denied that it has its foundation in good sense and inflexible honesty. He that agrees to do an act should do it unless absolutely impossible. He should provide against contingencies in his contract. Where one of two innocent persons must sustain a loss the law casts it upon him who has agreed to sustain it, or rather the law leaves it where the agreement of the parties has put it; the law will not insert for the benefit of one of the parties, by construction, an exception which the parties have not, either by design or neglect, inserted in their engagement. If a party for a sufficient consideration agrees to erect and complete a building upon a particular spot, and find all the materials, and do all the labor, he must erect and complete it, because he has agreed so to do. * * *

School Trustees of Trenton vs. Bennett 3, Dutch, 513, at 519, and page 518 of the same case,

"The Court said, if the covenant be within the range of possibility, however absurd or improbable the idea of execution may be, it will be upheld, as where one covenants it shall rain to-morrow, or that the Pope shall be at Westminster on a certain day To bring the case within the rule of dispensation, it must appear that the thing to be done cannot by any means be accomplished; for if it be only improbable or out of the power of the obligor, it is not deemed in law impossible. 3 Comyn's Dig. 93. If a party enter into an absolute contract without any qualification or exception, and receives from the party with whom he contracts the consideration of such engagement, he must abide by the contract, and either do the act or pay the damages; his liability arises from his own direct and positive undertaking."

3. *The contract had been abandoned.*

The defendant covenanted to perform within a certain time. At the time when performance was to be completed under the contract, (June 29, 1903), one vessel was 20.1 per cent. completed, the other 12.5 per cent. completed. After this date and until July 27th the work was practically at a stand still and after July 27th no work was done. August 6th the defendant was adjudged insolvent and a receiver appointed to wind up its affairs. Repeated efforts having been made to secure the continuance and completion of the work by the defendant or its surety, without success, the defendant was notified that the claimant believed the contract must be treated as abandoned. (Exhibit "C 6," book pp 54 and 202.) This was in fact the situation as the company was in such financial condition that work could not be continued.

The time of performance had passed, the company was incapable of completing its contract by reason of insolvency, and the work had been stopped for a period of over two months, circumstances sufficient, it is submitted, to justify the claimant in treating the contract as abandoned and broken. It may be true that the defendant was entitled to a reasonable time, running after June 29th, in which to complete the contract, but if so it did not take advantage of such right although the claimant endeavored for a period of several weeks to procure the continuance of the work. This action or inaction clearly indicated an intention not to complete the vessels and the claimant was justified in so construing it.

4. *There was no delay, on the part of the claimant, in the approval of plans sufficient to justify an abandonment of the contract.*

Considerable evidence was taken for the purpose of showing delay on the part of the claimant in approving plans.

The correspondence which is in evidence shows exactly the time consumed in the preparation and approval of plans from which it appears that the claimant approved and returned plans as promptly as it could under the circumstances. Plans were prepared and submitted to the claimant by the defendant, from time to time as the work progressed, checked by the claimant and, if incorrect, returned to the defendant with the corrections to be made noted. After correction, or if correct in the first instance, the plans were submitted to the American Bureau of Shipping, as required under the contract, (page 196 of book). After approval by the American Bureau of Shipping plans were returned to

claimant and then forwarded to defendant. The claimant had no control over the American Bureau of Shipping and is not responsible for any delay caused by it.

The correspondence (Exhibits "C 1," "C 2," "C 3," "C 4," and "D 1" of June 22, 1906, pages 208 to 310 of Book), shows the time consumed which for convenience of reference in considering the different plans submitted has been digested in Schedule A, annexed to this brief.

The claimant endeavored to avoid delay in this behalf, and urged more haste and greater care in preparing plans on the part of the defendant to that end. (See letters of March 6th, page 213, March 17th, page 218, and May 4th, page 230, and June 15th, page 249, from the claimant to defendant.)

Testimony of May 2nd and May 12th and of June 22nd concerns this question and while the defendant's witnesses state generally that the claimant was dilatory in approving plans, yet when questioned concerning individual plans it is practically admitted that very little, if any delay occurred. Where delay is alleged to have occurred it can only be supported on the ground that these plans were entitled to immediate attention over all other work and not receiving it there was a delay occasioned, by reason of which the defendant should now be relieved.

The checking of these plans was performed by Mr. Scott, on behalf of the department, (a witness), and the method of procedure outlined generally in his testimony of June 22, pages 160 to 166, and summed up on page 166, where he states that the plans received prompt attention that they might be

returned as quickly as possible, and at page 169, where he states that he worked over time as much as four or five hours a day in many cases to hurry up and get off the plans.

Pages 166 to 172 he deals with certain plans as to the time ordinarily consumed in checking.

Pages 172 to 178 of his testimony shows that the work had progressed to such a limited degree that even if certain of these plans were not approved and returned as promptly as possible, the defendant was not thereby delayed as the work had not progressed to such a degree that a delay of two or three days made any difference, in fact, a great deal of the work covered by the detail plans, the subject of complaint, has never been started. If any delay on the part of the claimant affected the progress of the work it would undoubtedly have been made the basis of serious objection as the defendant was working under a time limit, and $50 per day penalty on each vessel. Yet there appears to be no protest of a tangible character—merely evidence of a very general character that a protest of some sort was made by somebody.

It is submitted that there was no unreasonable delay on the part of claimant in the approval of plans, or delay justifying an abandonment of the contract.

5. *The time and manner of payment under the contract so far as in writing cannot be altered by parol evidence.*

Naumberg v. Young, 15 *Vr.* 331.

Hallenbeck v. Chapman, 43 *Vr.* 202.

Parol evidence is admissible only for the purpose of explaing a written contract.

The contract made by the defendant is complete as reduced to writing. The defendant has offered parol evidence concerning article 4 of the contract in an effort to show that that part of said clause relating to payments has by custom and usage obtained a meaning not expressed. This evidence consists of conversations with persons relative to the meaning of this section. (Book pages 61 and 62.)

It does not appear that these statements were made by persons authorized to speak nor does it appear that the terms of the contract had, by custom or usage, come to receive a certain accepted and definite meaning not expressed.

According to the terms of the contract payments were to be made at such times and in such amounts as the officer in charge of the work might elect, to be based upon estimates to be made by him of completed work.

Subject to certain restrictions, payments depended entirely upon the discretion of the officer in charge. Any evidence tending to fix certain and definite rules as to payments is contrary to the writing and cannot be said to be explanatory, and furthermore, regardless of the usual practice, the parties could and did adopt a certain method of payment in this case, as set forth in writing, which writing must receive the meaning usual and common to the words used, unless it be shown that the particular clause used has by custom and usage received a definite and accepted meaning. This has not been done, and the terms of the stipulation must control.

As the work stood June 29, 1903, under the estimate made by the officer in charge 20.1 per cent. of one vessel and 12.5 per cent. of the other was completed. The method of determining these per centages was adopted by the officer, but appears to have been honestly and fairly done, (Book pages 28, 29, 44, 45, 46, 47, and 48), and included work not yet installed as part of the completed work. On this estimated completion but 80 per cent. could be paid amounting to the sum of about $13,500 on a contract of $105,000. This includes work started but not yet installed as a part of the completed structure, and not properly designated as "completed work." The officer in charge was not unreasonable under the circumstances in failing to elect that a payment should be made.

It is submitted that payments under the contract were due at such times and in such amounts as the officer in charge might elect, and as that officer's determination that the work had not progressed to an extent warranting payment is reasonable, under the circumstances, no payment was due, and the defendant has no ground of complaint.

6. *The claimant was not obliged to complete the vessels, if the right to do so had accrued, under the stipulations of article five of the contract.*

Article 5 reads as follows:

> "ARTICLE 5. That in case of failure of the said party of the second part to comply with the stipulations of this contract according to the true intent and meaning thereof, then the party of the first part shall have the power to complete the work at the expense of the party of the second part in such manner as the party of the first part shall deem best for the interests of the public service, either by

day's labor and open market purchase of the necessary material, or by contract, or both, and any excess of cost resulting from such failure shall be charged to the party of the second part." (Page 13 of book,)

It is contended that this clause obligated the claimant to complete the vessels started by the defendant and having failed to do so the claimant is without relief.

A careful consideration of this clause, observing the rule that a reasonable rather than an unreasonable construction should be adopted, shows clearly this contention to be unreasonable.

For the claimant to " have power to complete the work " * * * it was necessary that the defendant fail " to comply with the stipulations of this contract *according to the true intent and meaning thereof.*" * * * A performance of some kind was necessary. Having performed *contrary "to the true intent and meaning"* it could be completed by the claimant *according to the true intent and meaning.*

Generally a failure to perform according to the stipulations of a contract would be a breech of contract, which would, under the law, entitle the claimant to refuse to accept. If the work should be acccepted under such conditions payment could not be enforced under the contract, but could be on the implied contract raised by such acceptance. The respective rights growing out of such a situation would be payment in amount the value of the work, with a right to damages for the breech of the special contract. While the law would undoubtedly protect the claimant so far as adjustment can be made in money it would place the claimant in posession of two vessels, perhaps deficient in a

very material respect, and leave a number of questions subject to the uncertainty of litigation.

Article five meets this situation. If there is a failure to comply *according to the true intent and meaning* still the work may be accepted and completed by the claimant, *all under the contract.*

There was practically a total failure to perform on the part of the defendant. and therefore the question whether the defendant performed "*according to the true intent and meaning*" can not arise. The words import performance of some description. Something must have been done but improperly done.

Can it be determined that a person has failed to comply with the *true* intent and meaning of the stipulations of a contract before he has done something under the stipulations thereof?

It might be argued that an entire or partial failure to build is contrary to the *true* intent and meaning. It is thought this proposition can not be sustained, however, as the words used clearly indicate that the parties were dealing with possible mistakes *in the performance* and not with the failure to perform at all.

If the entire or partial failure to build is contrary to the true intent and meaning it places the claimant in the position of having the power to complete the work under article five even if but the keel had been laid—in fact, if the work had not been started. Again, as the power given is to *complete* the work, it strengthens the claimant's contention that this clause is directed at faulty performance and not at

a total failure. Work not started can not be completed.

When this situation is coupled with the contention of defendant that the claimant was *obliged* to complete under article five, the construction is not such a ' reasonable" one as the law seeks in construing contracts. If this clause is mandatory then the plaintiff would be obliged to complete the work once started, even if it had progressed to a very limited degree. This is an entire contract and performance a condition precedent. Considering the whole contract it is very evident that the defendant contracted to deliver completed vessels. Such an intention would be defeated by construing article five as an option to the defendant to perform or compel the claimant to perform Unless article five is so construed there is nothing to indicate that performance by the defendant was, under the circumstances, to be excused. Eliminating for the monment article five, the contract calls for complete performance by the defendant in positive terms. The whole contract must be construed together and every stipulation must receive its full force and effect, if possible.

The defendant had contracted to do a certain thing, i. e., build two boats. Article five did not make the undertaking an alternative one. It did not give the defendant the option of performing or requiring the claimant to perform, yet this is what the defendant's contention amounts to. See Crane v. Peer, 16 Stew. 553.

St. Peter's Catholic Ch. v. Vannote, 21 Dick. 78.

Pierson v. Haddonfield, 21 Dick. 180.

Avon-by the-Sea Land &c. Co. v. Thompson, 15 Dick. 207.

Bradley-Currier Co. v Bernz, 10 Dick. 10.

Bernz v. Marcus Sayre Co., 7 Dick. 275.

In Bernz v. Marcus Sayre Co. ibid, the Court of Errors and Appeals was called upon to construe a contract containing a clause giving a very similar power and beginning at page 284, the Court said:

"In the next place, the complainants rely upon a provision in the contract of Blenkert with the defendant, that should the contractor, at any time during the progress of said work, refuse or neglect to supply a sufficiency of materials or workmen, the owner *should have power* to provide materials or workmen, after three days' notice in writing has been given to said contractor to finish the said work, and the expense should be deducted from the amount of the contract.

"Acting on the assumption that this provision created an obligation or duty on the part of the defendant to complete the houses in fulfillment of Blenkert's contract, the complainants, on the 8th of February, 1893, served on the defendant the following notice signed by the complainants:

"'Take notice that we do demand that, without delay, you proceed to complete the houses numbers 274, 276 and 278 South Ninth street, in the city of Newark, New Jersey, to the extent required by the articles of agreement entered into by one Fred. B. Blenkert with you, for the doing of the mason work and for the furnishing of mason's materials required by the drawings and specifications mentioned in said articles of agreement, as necessary for the completion of the said work, and that, after deducting the expense thereof from the amount of the last payment mentioned in said articles of agreement, and the amount now in your hands, which has been earned by said Fred B. Blenkert for extra work done and materials furnished in and about the erection of the said houses, you pay the overplus above the amount required for

the completion of said houses, up to the sum of four hundred dollars, to us, under an order given to us by said Fred B. Blenkert, bearing date August 29th, 1892, for four hundred dollars, and conditionally accepted by you.'

"The charge in the bill is that the defendant refused to comply with this request, with intent to cheat and defraud the complainants, to the end that the complainants be deprived of all remedy at common law. The prayer for relief adapted to this feature of the case is that the defendant account, in the Court of Chancery, for the cost of completing the said houses as aforesaid, and that he pay into court the balance left in his hands, after deducting a sufficient amount to finish and complete the said houses according to the drawings and specifications.

"The provision appealed to by the complainants is usual in building contracts. Such a provision is designed to confer upon the owner a right, or, as is expressed therein, a power to be exercised in his discretion. It applies to a contract in the course of its execution, and is subject to the condition that the owner shall give the contractor three days' notice in writing, requiring him to finish the work. It neither supersedes nor qualifies the other provisions in the contract, except as the owner may elect to avail himself of the privilege conferred Under a contract like that between Blenkert and the defendant, the contractor is not at liberty to abandon the work and require the other contracting party to complete it for him, and compel him to account for the balance of the contract price after deducting the cost of completing the work. Discretionary powers of a similar character are found in other contractual relations, and it has never been thought that therefrom an obligation or duty arises in favor of the other party. A landlord may have power to take possession of demises premises under a right reserved in the lease to re-enter for non-payment of rent, but it has never been considered that the tenant may compel his landlord to re-enter or avail himself

of his neglect or refusal to re-enter as a defence to an action for rent, although the tenant may have abandoned possession of the premises. A mortgagee may have a right to enter upon and take possession of mortgaged premises on non-payment of the principal or interest of the mortgage debt, but it has never been suggested in proceedings in equity to foreclose the mortgage or for redemption, that the failure of the mortgagee to exercise this right will impose upon him an obligation either to abate the interest of or account for the rental value of the premises, although the premises have been left vacant and unoccupied, and the proceedings in the equity court are taken by or against a subsequent mortgagee or encumbrancer. As between Blenkert, to whose rights the complainants have succeeded, and the defendant, it is entirely clear that Blenkert could not avail himself of this provision in the contract to avoid the consequences of his failure to perform his contract."

7. (a) *The measure of damage is the difference between the contract price and the cost of procuring similar vessels elsewhere.*

The general rule is that a person who is injured by a breach of contract shall be placed, so far as money can do it, in the same position as though the contract had been performed.

Robinson v. Harmon, 1 *Exch.* 855.

Griffin v. Calver, 16 *N. Y.* 489.

Cutting v. Railway Co, 13 *Allen*, 381.

Croucher v. Oakman, 3 *Allen*, 185.

The failure of the company to perform resulted in an increased cost to the government of $48 800

and under the general rule, as stated, can be restored to its original position only by receiving this sum.

(b). *On the facts, it was not the duty of the claimant to complete the vessels in mitigation of damages.*

The Company contends, however, that the loss could have been avoided if the government had completed the partially constructed vessels.

There are many reported cases in which this feature of the law has been observed and may be found under the head of "mitigation of damages" or (in contract actions) "avoidable consequences." The more important are reviewed by the learned Vice Chancellor in his opinion (page 183 of book).

Other cases are cited as follows:

Thompson v. Shattuck, 2 *Metc.* (*Mass.*), 615.

Watkins v. Rist, 67 *Vt.* 284—31 *Atl.*, 413.

Grindle v. Eastern Express, 67 *Me.*, 317.

Sherman Centre Town Co. v. Leonard, 46 *Kan.*, 354—26 *Pac.*, 717.

From a review of these cases it appears that a person must save himself from a loss arising from a breach of contract *if he can do so at a trifling expense or with reasonable exertion.*

(c). *The burden of showing the loss could have been avoided was on the Company.*

Hamilton v. McPherson, 28 *N. Y.* 72.

Howard v. Daly, 16 *N. Y.* 362.

In Howard v. Daly, ibid, at page 371, the Court says:

> "Prima facie, the plaintiff is damaged to the extent of the amount stipulated to be paid. The burden of proof is on the defendant to show either that the plaintiff has found employment elsewhere, or that other similar employment has been offered and declined, or at least, that such employment might have been found. I do not think that the plaintiff is bound to show affirmatively, as a part of her case, that such employment was sought for and could not be found."

The Receiver has not shown affirmatively that the government could have reduced the loss by completing the vessels begun, nor that any effort or expenditure to that end would have benefitted the insolvent company Such evidence as tends to enlighten the court on this point does not support the Receiver's contention, viz.:

The vessels were worth $85,000 apiece, or $170,000; that the bid of $153,800 was low; that the work done was worth $40,000 (evidence of Receiver's witness Masters, page 115 and 82 of Book). The witness is sustained by the bids received (page 55 of book).

Thus, using the Receiver's evidence, it would have cost the government $130,000 to have completed the vessels, reducing the claim of the government to $25, 00 but taking from the hands of the receiver an asset which he has valued in money at $40,000.

Again, if $153,800, for which the vessels were built, should be considered a fair price and the partially completed vessels could have been completed for that sum the government would have had a claim of $8,800 against the insolvent, but an asset now in the hands of the Receiver worth $40,000, would have been consumed. Thus, the estate has lost nothing. But the course pursued by the government has probably benefitted the estate. The contract price of $153,800 is considered low by the Receiver's witness Master. The vessels were not in such shape that they could be launched for completion elsewhere The government had no facilities for completing the vessels at that point. It is doubtful if another contractor could have been secured who would complete the vessels at the company's yard, surely not at a price that would be disadvantageous to the Receiver when it is considered that it would entail the equipment of a plant to do this work alone. The company had tools and machinery and owned the yard, in which the incompleted vessels stood. Nothing could have been done along the line suggested by the Receiver without permission to use the company's yard. This permission was not extended nor permission to use tools and machinery. But even if this permission had been granted, it does not appear that a contractor could have been secured who would complete the vessels, nor that under *these* circumstances the vessels could have been completed to the advantage of the Receiver.

8. *The appellant is estopped from asserting it was the duty of the claimant to complete the vessels.*

The Government considered the contract abandoned by the Company, and justified this opinion by reason of it having ceased work for a long

period and a failure by it or its surety to continue upon notice to complete, and the further reason of its insolvency and appointment of Receiver Work not being resumed after this notice to complete, the Government notified the company that it considered the contracts abandoned and would advertise for bids to build two vessels of the same kind by other builders, holding the company for any loss resulting (page 202 of book) No objection was made to this action of the Government, and subsequently bids were advertised for, the lowest bid accepted, the vessels built, accepted by the Government and paid for, the increased cost to the claimant being the sum of $48.000 (page 55 of book). The company is now estopped from attacking this action of the Government, having remained silent when under a duty to speak

In the case of Camden v. Ward, 38 Vr. 558 a contractor failed in his obligation and the City notified him of its proposed action in the premises. On suit the defendant insisted he should be relieved because the action taken with reference to the contract was not justified. Treating this phase of the case, the Court, at the bottom of page 563, says:

> "There is a further ground on which the defendants should be denied the right now to complain of the mode in which the commissioner proceeded to complete the work or of the expense incurred by him.
>
> "As before stated, every step taken or contemplated by him was communicated by him to the defendants in time for them to object and for any objection made by them to be considered; but, except for the repetition of the false statement that Ward was not in default and so nothing should be done, they were silent. The evident purpose of the notice given to the defendants by the street commissioner was to inform

them of the view which he entertained of his power and duty under the appointment made by the defendants and the city, so that if his view was disapproved the disapproval might be expressed. To the invitation thus given it was the duty of the defendants to respond or to take the consequences of being silent when they should have spoken. They remained silent, and *qui tacet, consentire videtur; qui potest et debet vetare, jubet si non vetat. Sumner v. Seaton*, 2 *Dick. Ch. Rep.* 103, 111; *Keasbey v. Wilkinson*, 6 *Id.* 29, 36. If, therefore, the defendants were entitled to have any particular plan adopted for the completion of the work they have, by their conduct, waived that right and conclusively acquiesced in the course actually pursued. After the work was done and the expense incurred it was too late to object."

9. *The Decree of the Court of Chancery should be affirmed with costs.*

Respectfully submitted,

JOHN B VREELAND,

United States Attorney, Solicitor for and of Counsel with Respondent.

HARRISON P. LINDABURY,

Assistant United States Attorney, of Counsel.

SCHEDULE A.

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I. BOILERS.

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287	Mar.	5.	Blue prints sent by P. A. S. Co. to Q. M., N. Y.
288		9.	Blue prints referred by Q. M. to A. B. S.
266		14.	Returned by A. B. S. to Q. M. with understanding that addition blue prints be returned to A. B. S. for record.
217		14.	Nine days after receipt thereof from P. A. S. Co. blue prints returned to P. A. S. Co., approved with slight modifications, which would not interfere with ordering boilers, and with a suggestion that six addition blue prints be forwarded at once when approval copy will be returned.
298	May	8.	Six blue prints returned by P. A. S. Co. to Q. M. three weeks after the request therefor.
261		11.	Submitted by Q. M. to A. B. S.
273		18.	Returned by A. B. S. to Q M., with approval.
238		20.	Approved blue prints returned to P. A. S. Co.

II. ENGINES.

287	Feb.	25.	P. A. S. Co. submitted general plans of compound engine with other plans.
213	Mar.	6.	Plans of engines disapproved by Q. M. and blue print returned for correction.

III. BED PLATE AND BEARING. CONDENSER AND HOUSING.

Page in Book	1903		
291-2	April	10.	Blue prints showing bed plate and bearings, and condenser and housing, submitted by P. A. S. Co. to Q. M.
223		15.	Blue prints returned for correction.
295	May	1.	Blue prints submitted by P. A. S. Co. for approval.
260		4.	Blue prints submitted by Q. M. to A. B. S. for approval.
271-2		7.	Blue prints returned by A. B. S. to Q. M. approved.
234-5		9.	Blue prints returned by Q. M. to P. A. S. Co. approved.

IV. CRANK SHAFT, CONNECTING ROD, PISTON ROD & CROSSHEAD, AIR PUMP & GEAR, AND CYLINDERS.

290	Mar	20.	Plans submitted by P. A. S. Co. to Q. M.
219-20		23.	Plans for Cylinder returned for correction.
220-21		24.	Plans for Crank Shaft, Connecting Rods and Piston Rods. and Air Pump and Gear, returned for correction.
291-2	April	10.	Plans of Crank Shaft, Connecting Rod, Piston Rod and Crosshead, Air Pump and Gear, and Cylinder, sent by P. A. S. Co. to Q. M. for approval.
259		11.	Plans for Crank Shaft, Connecting and Piston Rods, Air Pump

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		and Cylinders, sent by Q. M. to A. B. S.
268	18.	All approved by A. B. S and returned to Q. M.
223-4	20.	Returned by Q. M. to P. A. S. Co. approved.

V. PROPELLER AND STERN TUBE.

293	April 20.	Plans submitted by P. A S. Co. to Q. M.
224	21	Returned by Q. M. for correction.
295	May 1.	Resubmitted by P. A. S. Co. for approval.
230	4.	Letter Q. M. to P. A. S. Co. requesting return of modified preliminary plans, as previously requested in letter of April 21st.
235	15.	Further requesting return of modified preliminary plans, same not having been returned as previously requested, causing 2 weeks delay.
302	16.	P. A. S. Co. to Q. M. enclosing modified preliminary plans, as requested.
264 5	19.	Q. M. to A B S. sending plans for approval.
273-4	27.	A. B. S. to Q. M., returning plans approved.
243	28.	Q. M. to P. A. S. Co., returning plans approved.

VI. WEIGHTS AND DISPLACEMENT.

286	Jan. 29.	Blue prints submitted by P. A. S. Co. to Q. M.

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208		30.	Blue prints returned by Q. M. to P. A. S. Co. approved.
287		31.	P. A. S. Co. to Q. M. enclosing 4 copies blue prints.
209	Feb.	3.	Letter Q. M. to P. A. S. Co. stating that plans have already been approved. (Delay of four days by P. A. S. Co.)

VII. RIDER PLATE, VERTICAL AND FLAT KEEL.

209-10	Feb	17.	Q. M. to P. A. S. Co., returning for correction blue prints submitted without letter of transmittal.
287		25.	P. A S. Co. to Q. M. enclosing plans for approval.
257		28.	Q. M. to A. B. S. enclosing plans for approval.
266	Mar.	2.	A. B. S. to Q. M., returning plans duly approved.
212		3.	Q. M. to P. A. S. Co., returning plans duly approved.

VIII. SHELL EXPANSION FOR BUTTS.

287	Feb.	25.	P. A. S. Co. to Q. M., enclosing plans for approval.
211-12		28.	Q. M. to P. A. S. Co., returning plans for correction.
288	Mar.	5.	P. A. S. Co. to Q. M., enclosing plans for approval.
257		9.	Q. M. to A. B. S., enclosing plans for approval.
266 7		16.	A. B. S. to Q. M., returning plans approved.

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218	16.	Q. M. to P. A. S. Co., returning plans approved.

IX. STERNPOST.

288	Mar. 5.	P. A. S. Co. to Q. M., submitting plans.
216	9.	Q. M. to P. A. S. Co., returning plans for correction.
292	April 16.	P. A. S. Co. to Q. M., re-submitting plans, after a delay of nearly six weeks.
292	17.	Q. M. to A. B. S., submitting plans for approval.
269	20.	A. B. S. to Q. M., returning plans duly approved.
225	22.	Q. M. to P. A. S. Co., returning plans duly approved.

X. RUDDER.

292	April 16.	P. A. S. Co. to Q. M., submitting plans for approval.
292	17.	Q. M. to A. B. S., submitting plan for approval.
269	20.	A. B. S. to Q. M., returning plan approved.
225	22.	Q. M. to P. A. S. Co., returning plan approved.

XI. MIDSHIP SECTION.

287	Feb. 25.	P. A. S. Co. to Q. M., submitting plan for approval.
216-17	Mar. 10.	Q. M. to P. A. S. Co., returning plan modified and approved.

XII. STEM AND WATER TIGHT BULKHEAD.

Page in Book	1903		
288	Mar.	6.	P. A. S. Co. to Q. M., submitting plans.
289		9.	Q. M. to A. B. S., submitting plans.
267		17.	A. B. S to Q. M., retur ning plans approved.
219		18.	Q. M. to P. A. S. Co., enclosing plan approved,
291		25.	P. A. S. Co. to Q. M., enclosing corrected plan.

XIII. MAIN DECK PLATING.

290	Mar.	20.	P. A. S. Co. to Q. M. submitting plans.
258-9		25.	Q. M. to A. B. S. " "
268		27.	A. B. S. to Q. M. returning approved plans.
221		28.	Q. M. to P. A. S Co., returning approved plans.

XIV. VALVE GEAR.

295	May	1.	P. A. S. Co. to Q. M., submitting plans.
231		4.	Q. M. to P. A. S. Co., returning plans for correction.
300		13.	P. A. S. Co. to Q. M., submitting corrected plans after delay of nine days.
263		16.	Q. M. to A. B. S. submitting plans for approval
274		27.	A. B. S. to Q. M. returning approved plans.
244		28.	Q. M. to P. A. S. Co returning approved plans.

XV. CIRCULATING PUMP.

Page in Book	1903	
303	May 18.	P. A. S. Co. to Q. M. submitting plans.
236-7	19.	Q. M. to P. A. S. Co. returning plans to be re-submitted.
240	22.	Q. M. to P. A. S. Co. requesting that plans be re-submitted.

XVI. CYLINDER DRAIN GEAR.

300	May 13.	P. A. S. Co. to Q. M. submitting plans.
239	21.	Q. M. to P. A. S. Co. requesting additional copies of plans.
306	28.	P. A. S. Co. to Q. M. enclosing 5 additional copies, after delay of 7 days.
265	June 8.	Q. M to A. B. S. enclosing plans for approval.
278	22.	A. B. S. to Q. M. enclosing plans for approval.
253-4	24.	Q. M. to P. A. S. Co. returning plans for approval.

XVII. THROTTLE VALVE AND LEVERS.

300	May 13.	P. A. S. Co. to Q. M., enclosing plans.
239	21.	Q. M. to P. A. S. Co. requesting additional plans. (In a number of cases there were delays caused by the P. A. S. Co. failing to send required number of copies of plans.)
306	28.	P. A S. Co. to Q. M. enclosing additional plans. (Delay of seven days.)

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265	June 8.	Q. M. to A. B. S. enclosing plans for approval.
278	22.	A. B. S. to Q. M., returning plans approved.
253-4	24.	Q. M. to P. A. S. Co., returning plans approved.

XVIII. HOISTING ENGINE.

299	May 11.	P. A. S. Co. to Q. M., submitting plans.
241	26.	Q. M. to P. A. S. Co., requesting that plans be re-submitted.
310	July 10.	P. A. S. Co to Q. M., re-submitting plans. (Delay of 2 weeks.)
310	13.	Q. M. to A. B. S., submitting plans for approval.
278-9	14.	A. B. S. to Q. M., returning plans approved.
254-5	16.	Q. M. to P. A. S. Co., returning plans approved.

XIX. PISTONS.

291-2	April 10.	P. A. S. Co. to Q. M., submitting plans.
259	11.	Q. M. to A. B. S., submitting plans.
268	18.	A. B. S. to Q. M., returning plans approved.
223-4	20.	Q. M. to P. A. S. Co., returning plans approved.

XX. CHAIN LOCKER AND FOWARD FLOORS.

294	Apl. 25.	P. A. S. Co. to Q. M., submitting plans.

Page in Book	1903		
227-8		29.	Q. M. to P. A. S. Co., returning plans for correction.
297	May	5.	P. A. S. Co., to Q. M. enclosing corrected plans.
297		6.	Q. M. to A. B. S. enclosing plans for approval.
270		7.	A. B. S to Q. M., returning plans approved.
233-4		9.	Q. M. to P. A. S. Co returning approved plans.

XXI. STRINGER AND BILGE KEEL.

293	Apl.	22.	P. A. S. Co. to Q. M., enclosing plans.
225-6		24.	Q. M. to P. A S. Co., requesting re submission of plans.
294		27.	P. A. S. Co. to Q. M., re-submiting plans.
294-5		28.	Q. M. to A. B. S., submitting plans for approval.
269	May	1.	A. B. S to Q. M. returning approved plans.
228		2.	Q. M. to P. A. S. Co., returning plans approved.

XXII. SHELL EXPANSION (FOR RIVETTING.)

297	May	6.	P. A. S. Co. to Q. M. submitting plans.
233		9.	Q. M. to P. A. S. Co. requesting additional copies of plans.
299		12.	P. A. S. Co. to Q. M. enclosing additional copies.
299-300		15.	Q. M. to A. B. S. submitting plans.

Page in Book	1903	
272	18.	A. B. S. to Q. M. returning plans approved.
237	20.	Q. M. to P. A. S. Co. returning plans approved.

XXIII. FRESH WATER TANKS.

298-9	May 9.	P. A. S. Co. to Q. M. submitting plans.
242-3	26.	Q. M. to P. A S. Co. returning plans for re-submission.

XXIV. HOLD STANCHIONS.

298-9	May 9.	P. A. S. Co. to Q. M. submitting plans.
242 3	26.	Q. M. to P. A. S Co. returning plans for re-submission.
309	June 2.	P. A. S. Co. to Q. M. submitting plans.
309	6.	Q. M. to A. B. S. submitting plans.
277-8	22.	A. B. S. to Q. M. returning plans approved.
253	24.	Q. M. to P. A. S. Co. returning plans approved.

XXV. WINDLASS.

296	May 5.	P. A. S. Co. to Q. M , submitting plans.
296	6.	Q. M. to A. B. S , submitting plans.
270	7.	A. B. S. to Q. M., returning plans approved.
232-3	9.	Q. M. to P. A. S. Co., returning plans approved.

XXVI. CANT FRAMES, W. T. FLAT.

Page in Book	1903	
291	Mar. 31.	P. A. S. Co. to Q. M. submitting plans.
222	April 4.	Q. M. to P. A. S. Co., requesting re submission of plans.
293-4	22.	P. A. S. Co. to Q. M. re-submission plans. (Delay of nearly three weeks.)
227	27.	Q. M to P. A. S. Co., requiring additional copies (on account of failure of P. A. S. Co. to send required number of copies of blue prints).
296	May 4.	P. A. S. Co. to Q. M. enclosing additional copies, (delay of one week).
261	5.	Q. M. to A. B S. submitting plans.
271	7.	A B. S. to Q. M., returning plans approved.
232	9.	Q. M. to P. A. S. Co., returning plans approved.

XXVII. ENGINE AND BOILER FOUNDATION.

302	May 15.	P. A. S. Co. to Q. M. submitting plans.
247	June 6.	Q. M. to P. A. S. Co returning plan for correction.

XXVIII. STEERING GEAR.

299	May 11.	P. A. S. Co. to Q. M. submitting plans
262-3	16.	Q M. to A B. S. submitting plans.

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275-6	27.	A. B. S. to Q. M. returning plans approved.
244-5	28.	Q. M. to P. A. S. Co., returning plans approved.

XXIX. COAL BUNKER BULKHEAD.

293	Apl.	21.	P. A. S. Co. to Q. M., submitting plans.
226		27.	Q. M. to P. A. S. Co., returning plans for correction.
295		30.	P. A. S. Co. to Q. M., re submitting plans.
229	May	2.	Q. M. to P. A. S. Co., requesting return of original modified plan.
230 1		4.	Q. M. to P. A. S. Co. again requesting return of original modified plan.
235		15.	Q. M. to P. A. S. Co. again requesting return of original modified plan.
236		19.	Q. M. to P. A. S. Co. again requesting return of original modified plan.
304		20.	P. A. S. Co to Q M. enclosing original modified plan, (having occasioned a delay of twenty days).
304		22.	Q. M. to A. B. S., submitting plans.
274-5		27.	A. B. S. to Q. M., returning plans approved.
243-4		28.	Q. M. to P. A. S. Co., returning plans approved.

XXX. LINES, ½" SCALE, DISPLACEMENT SCALE, PROFILE, SHOWING LOCATION OF WEIGHTS.

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305 May 21. P. A. S. Co. to Q. M., submitting tracing and blue prints.

248-9 June 9. Q. M. to P. A. S. Co. returning same for correction.

XXXI. MIDSHIP HOUSE, AND BULWARK PLATING SCHEDULES.

306 May 28. P. A. S. Co. to Q. M. submitting plans.

252 June 19. Q. M. to P. A. S. Co., returning plans for correction.

XXXII. PROPOSED MODIFICATION TO MAIN DECK BEAMS.

305 May 25. P. A. S. Co. to Q. M , submitting plans.

245-6 June 5. Q. M. to P. A. S. Co., returning plans for re submission.

XXXIII. FRESH WATER TANKS, SECOND PLAN.

305-6 May 26. P. A. S. Co. to Q. M. submitting plan.

247 June 6. Q. M. to P. A. S. Co. returning plan for correction.

XXXIV. UPTAKES OF BOILERS.

298 May 8. P. A. S. Co. to Q. M., submitting plans.

Page in Book	1903	
261	11.	Q. M. to A. B. S., submitting plans for approval as modified.
273	18.	A. B. S. to Q. M., returning plans approved.
238	20.	Q. M. to P. A. S. Co., returning plans approved.

XXXV. SHAFTING.

300	May 13.	P. A. S. Co. to Q. M. submitting plans.
238-9	21.	Q. M. to P. A. S. Co , returning plans for correction.
306	28.	P. A. S. Co. to Q. M., re-submitting plans.
265	June 8.	Q. M. to A. B. S., submitting plans.
278	22.	A. B. S to Q. M., returning plans approved.
253-4	24.	Q. M. to P. A. S. Co returning plans approved.

XXXVI. SLIDE VALVES.

295	May 1.	P. A. S. Co. to Q. M. submitting plans.
229-30	2.	Q. M. to P. A. S. Co. requesting re-submission of plans.
300	13.	P. A S. Co. to Q. M. re-submitting plans. (11 days delay.)
262	16.	Q. M. to A. B. S. submitting plans.
275	27.	A. B. S. to Q. M. returning plans approved.
244	28.	Q. M. to P. A. S. Co. returning plans approved.

XXXVII. THRUST AND SPRING BEARINGS.

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300	May 13.	P. A. S. Co. to Q. M. submitting plans.
242	26.	Q. M. to P. A. S. Co. returning plans for correction.

XXXVIII. REVERSING ENGINE AND GEAR.

300	May 13.	P. A. S. Co. to Q. M , submitting plans.
242	26.	Q. M. to P. A S. Co. returning plans for correction.
307-8	29.	P. A. S. Co. to Q. M. re-submitting plans.
308	June 8.	Q M. to A. B. S. submitting plans.
276 7	12.	A. B. S. to Q. M. returning plans approved.
251	16.	Q. M. to P. A. S. Co. returning plans approved.

XXXIX. RECEIVER AND EXHAUST PIPE.

300	May 13.	P. A. S. Co. to Q. M. submitting plans.
242	26.	Q. M. to P. A. S. Co., returning plans for correction.

XL. FEED AND DONKEY PUMPS.

300-1	May 14.	P. A. S. Co. to Q M. submitting plans.
301	19.	Q. M. to A. B. S , submitting plans.
276	27.	A. B. S. to Q. M., returning plans approved.

Page in Book	1903	
245	28.	Q. M. to P. A. S. Co. returning plans approved.

XLI. FEED WATER HEATERS.

303	May 20.	P. A. S. Co. to Q. M., submitting plans.
303 4	June 19.	Q. M to A. B. S. submitting plans.
279	July 20.	A. B. S. to Q. M., returning plans approved.
255	22.	Q. M. to P. A. S. Co. returning plans approved.

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MacCrellish & Quigley, Printers, Trenton, N. J.

NEW JERSEY

Court of Errors and Appeals.

BETWEEN
ALLEN L. RAMSEY,
Complainant
and
PERTH AMBOY SHIPBUILDING AND ENGINEERING COMPANY,
Defendant.
} On Bill, &c.

BETWEEN
WILLARD P. VOORHEES, RECEIVER OF PERTH AMBOY SHIPBUILDING & ENGINEERING COMPANY,
Appellant,
and
THE UNITED STATES OF AMERICA,
Claimant-Respondent.
} On Appeal from Chancery.

Bill of complaint filed August 3d, 1903, by Allen L. Ramsey, complainant, against Perth Amboy Shipbuilding and Engineering Company, alleging defendant insolvent and praying appointment of receiver, etc.

Order reciting insolvency of defendant corporation, and appointing Willard P. Voorhees receiver, made on August 3d, 1903, filed August 5th, 1903.

Order continuing said Willard P. Voorhees as receiver of said defendant corporation made August 11th, 1903, filed August 13th, 1903.

Oath of receiver filed August 7th, 1903; bond of receiver filed August 7th, 1903.

Order limiting creditors dated August 21st, 1903, filed August 24th, 1903, requiring claims to be filed within three months.

Notice of order to limit creditors mailed August 31st, 1903.

Affidavit of mailing filed September 1st, 1903. Proof of publication filed December 4th, 1903.

Order barring creditors dated December 4th, 1903, filed December 8th, 1903.

Receiver's inventory filed October 20th, 1903.

In Chancery of New Jersey.

Allen L. Ramsay
vs.
The Perth Amboy Shipbuilding and Engineering Co.
} Notice.

NOTICE AND PETITION OF CREDITOR.

(*Filed March 30, 1904.*)

To Willard P. Voorhees, Esq., Receiver of the Above-named Defendant:

Take notice, that we shall apply to the Chancellor at the Chancery Chambers, in the city of Newark, on

Tuesday, the twenty-ninth day of March, instant, at ten o'clock in the forenoon, for an order allowing the United States of America to present and file with the Receiver appointed in the above entitled cause, a certain claim against the above-named defendant, amounting to the sum of eighty-three thousand one hundred dollars, additional costs of the United States of America for the construction and equipment of two steel screw steamers, said claim being for a breach of the contract entered into on the twenty-fourth day of January, nineteen hundred and three, on behalf of the United States and the said defendant, for the construction and equipment of two steel screw steamers, said claim being made up as follows:

The sum of forty-eight thousand eight hundred dollars additional cost of the United States of America for the construction of said steamers owing to the neglect of the defendant to construct the same according to its contract, and also the sum of thirty-four thousand three hundred dollars for liquidated damages due the United States of America, under the provisions of said contract, at the rate of fifty dollars per day for six hundred and eighty six working days, for the failure of the said defendant to complete and deliver the said vessels within the time specified in said contract, which said claim the said claimant has failed to present to the said Receiver within the time provided by order of this Court.

Dated March 16, 1904.

Yours, &c.,

JOHN B. VREELAND,
United States Attorney.

Service acknowledged March 19, 1904.

WILLARD P. VOORHEES,
Receiver.

In Chancery of New Jersey.

Allen L. Ramsay.
vs.
The Perth Amboy Shipbuilding and Engineering Co.
} Petiton of Creditor.

To the Honorable William J. Magie, Chancellor of the State of New Jersey:

The petition of John B. Vreeland, United States Attorney for the District of New Jersey, respectfully shows to the Court, that the United States of America has a claim against the above-named defendant, said claim being for breach of a contract entered into on the twenty-fourth day of January, nineteen hundred and three, between Col. D. D. Wheeler, Assistant Quartermaster General of the United States Army, for and on behalf of the United States and the said defendant, for the construction and equipment of two steel screw steamers, said claim being made up as follows, viz: The sum of forty-eight thousand eight hundred dollars, additional cost to the United States of America for the construction of said steamers, owing to the neglect of the said defendant to construct the same according to its contract, and also the sum of thirty-four thousand three hundred dollars for liquidated damages due the said United States of America under the provisions of said contract at the rate of fifty dollars per day for six hundred and eighty-six working days for the failure of the said defendant to complete and deliver said vessels within the time specified in said contract; and that the United States of America have omitted to present said claim to the Receiver appointed in said cause within the time prescribed by order of this court, to wit, on the twenty-first day of November, nineteen hundred and three, in consequence of having failed to receive information of such order in time to present such claim.

Your petitioner therefor prays that an order may be made allowing the said United States of America to present its claim to the Receiver, notwithstanding the same was not presented within the time limited in the order of the Court heretofore made as aforesaid, and that such claim be disposed of by said Receiver in the same manner as if it had been presented within the time limited by said order.

And your petitioner will ever pray, &c.

JOHN B. VREELAND,
U. S. Attorney.

STATE OF NEW JERSEY, }
COUNTY OF MIDDLESEX, } *ss.*

John B. Vreeland, being duly sworn according to law, on his oath deposes and says, that he is the United States Attorney for the District of New Jersey, and the petitioner named in the foregoing petition; that the matters and things therein set forth are true, to the best of his knowledge, information and belief.

JOHN B. VREELAND.

Sworn and subscribed before me this 18th day of March, A. D. 1904.

HARRISON P. LINDABURY,
Notary Public of New Jersey.

Service hereof acknowledged March 19, 1904.

WILLARD P. VOORHEES,
Receiver.

In Chancery of New Jersey.

Allen L. Ramsay
vs.
The Perth Amboy Shipbuilding and Engineering Company.
} Order, etc.

ORDER TO PRESENT CLAIM.

(Filed April 4, 1904.)

It appearing to the Court that a copy of the petition and notice of an application for the admission of the United States of America as a creditor of the above-named defendant have been duly served upon Willard P. Voorhees, Esq., the receiver appointed in the above-stated cause, and no cause being shown or appearing to the contrary: It is, on this day of March, in the year of our Lord one thousand nine hundred and four, ordered that the United States of America be allowed to present its claim mentioned in said petition to the receiver, to the extent of the sum of forty-eight thousand eight hundred dollars, notwithstanding the same was not presented within the time limited by the order of this Court made on the twenty-first day of November, nineteen hundred and three, and that such claim be disposed of by said receiver in the same manner as if it had been presented within the time limited by said order.

W. J. Magie, *C.*

Respectfully advised,
Frederic W. Stevens, *V. C.*

CLAIM OF THE UNITED STATES.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } *ss.*

Major G. S. Bingham, U. S. Army, being duly sworn according to the law, on his oath deposes and says, that he is Depot Quartermaster at New York City, and successor in office to Col. D. D. Wheeler, Assistant Quartermaster-General, hereinafter mentioned.

Deponent further says that the United States of America has a valid and subsisting claim against the Perth Amboy Shipbuilding and Engineering Company, for the sum of forty-eight thousand eight hundred dollars, said sum being the difference between the cost to the United States of America for the construction of two steel screw steamers for harbor service in the Quartermaster's Department of the United States of America, under the provisions of a certain contract made and entered into on the twenty-fourth day of January, nineteen hundred and three, between Col. D. D. Wheeler, Assistant Quartermaster-General of the United States Army, of the first part, and the Perth Amboy Shipbuilding and Engineering Company, party of the second part, a copy of which agreement is hereto annexed, and the cost for the construction of said steamers under a certain other contract made on the first day of December, nineteen hundred and three, between Major G. S. Bingham, Quartermaster of the United States Army, acting for the United States of America, of the first part, and the Pusey & Jones Company, a corporation existing under the laws of the State of Delaware, of the second part, a copy of which said agreement is also hereto annexed, the said defendant, the Perth Amboy Shipbuilding and Engineering Company, having contracted under the said first-mentioned agreement to complete the construction of the said two steel screw steamers for the total sum of one hundred and five thousand dollars, and

having entered upon said contract, have broken the same, and failed and neglected to complete the same and have abandoned said work of construction, and the United States of America thereupon afterwards, to wit, on the first day of December, nineteen hundred and three, having advertised for and received new bids for said steamers, entered into said contract bearing date the day and year last aforesaid with the said Pusey & Jones Company, they being the lowest bidders therefor, for the construction of said steamers for the sum of seventy-six thousand nine hundred dollars per steamer, being in all the sum of one hundred and fifty-three thousand eight hundred dollars, the difference between said contract price of one hundred and five thousand dollars under said first named contract, and the said sum of one hundred and fifty-three thousand eight hundred dollars under said last named contract, to wit, the sum of forty-eight thousand eight hundred dollars, being the amount in which the said United States of America was demnified by reason of the failure of the said the Perth Amboy Shipbuilding and Engineering Company to fulfill its said contract, and being the amount which the United States of America claims from the said the Perth Amboy Shipbuilding and Engineering Company.

And deponent further says that the said the Perth Amboy Shipbuilding and Engineering Company has no set-off or counter claim to said claim of the United States of America.

G. S. BINGHAM,
Major and Quartermaster U. S. Army,
Depot Quartermaster, New York City.

Sworn and subscribed before me this 26th day of April, A. D. 1904.

[L. S.] WILLIAM J. TATE,
Notary Public, County of Kings, N. Y.
Certificate filed in New York County.

STATE OF NEW YORK,
COUNTY OF NEW YORK. } *ss.*

I, Thomas L. Hamilton, clerk of the county of New [L. S.] York, and also clerk of the Supreme Court for the said county, the same being a court of record, do hereby certify that William J. Tate has filed in the clerk's office of the county of New York a certified copy of his appointment and qualification as notary public for the county of Kings, with his autograph signature, and was at the time of taking the annexed deposition duly authorized to take the same, and that I am well acquainted with the handwriting of said notary public, and believe that the signature to the annexed certificate is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court and county the 5th day of May, 1904.

THOS. L. HAMILTON, *Clerk.*

Endorsed as follows:

General Depot Q. M. D. New York.
14 May 5 1904 Enc.
—— Office of Qr. Mr. Gen'l.
1903 204150
April 27 1904
War Department.

IN CHANCERY OF NEW JERSEY.

BETWEEN
ALLEN L. RAMSAY,
Defendant,
and
THE PERTH AMBOY SHIPBUILDING AND ENGINEERING CO.,
Defendant.
} Claim of the United States.

To Willard P. Voorhees, Esq., receiver, appointed in the above-entitled cause:

The United States of America presents to the said reciver a claim against the above-named defendant for

the sum of forty-eight thousand eight hundred dollars, said claim being the difference in the cost to the said United States for the construction of two steel screw steamers for harbor service of the Quartermaster's Department under the provisions of a contract made and entered into on the twenty-fourth day of January, nineteen hundred and three, between Col. D. F. Wheeler, Assistant Quartermaster-General of the United States Army, acting for the United States of America, of the first part, and the Perth-Amboy Shipbuilding and Engineering Company, party of the second part, a copy of which agreement is hereto attached, under which said defendant agreed to build and construct said steamers for the sum of one hundred and five thousand dollars, and the cost for the construction of said steamers under a certain other contract made the first day of December, nineteen hundred and three, between Major G. S. Bingham, Quartermaster of the United States Army, acting for the United States of America, of the first part, and the Pussey & Jones Company, a corporation existing under the laws of the State of Delaware, of the second part, a copy of which said agreement is also hereto annexed, the said defendant, the Perth-Amboy Shipbuilding and Engineering Company, having contracted under said agreement to complete the construction of said two steamers for the total sum of one hundred and five thousand dollars, and after having entered upon said contract, *broken the same, and failed and neglected to complete the same and abandoned said work of construction,* the United States of America thereupon afterwards, to wit, on the first day of December, nineteen hundred and three, after having advertised for and received new bids for said boats, entered into the said contract, bearing date the day and year last aforesaid, with the said The Pusey & Jones Company, they being the lowest bidders therefor, for the construction of said two steamers for the sum of seventy-six thousand nine hundred dollars per

steamer, being in all the sum of one hundred and fifty-three thousand eight hundred dollars, the difference between the cost of the construction of said steamers under said last-named contract and the contract firstly above made with the said defendant being the sum of forty-eight thousand eight hundred dollars above demanded.

Dater April 11, 1904.

Yours, &c.,

G. S. BINGHAM,
Major and Quartermaster U. S. Army,
Depot Quartermaster, New York City.

Endorsed as follows:

Office Qr. Mr. Gen'l.
204150
April 27, 1904.
War Department.

UNITED STATES OF AMERICA.
WAR DEPARTMENT.
WASHINGTON, April 22, 1904.

I hereby certify that the contracts hereto attached are true copies of the records of the War Department in the Quartermaster-General's office.

C. F. HUMPHREY,
Quartermaster-General, U. S. Army.

Be it known that C. F. Humphrey, who signed the foregoing certificate, is the Quartermaster-General of the United States Army, and that to his attestation as such full faith and credit are and ought to be given.

In witness whereof I have hereunto set my hand, and caused the seal of the War Department to be affixed, on this 23d day of April, one thousand nine hundred and four.

ROBERT SHAW OLIVER,
[L. S.] *Asst. Secretary of War.*

CONSTRUCTION BLANK.

This agreement entered into this twenty-fourth day of January, nineteen hundred and three, between Colonel D. D. Wheeler, Assistant Quartermaster-General United States Army, of the first part, and Perth Amboy Shipbuilding and Engineering Co., a corporation existing under the laws of the State of New Jersey, of Perth Amboy, in the county of Middlesex, State of New Jersey, of the second part, witnesseth, that the said Colonel D. D. Wheeler, Assistant Quartermaster-General, U. S. A., for and in behalf of the United States of America, and the said Perth Amboy Shipbuilding and Engineering Co., do covenant and agree, to and with each other as follows:

Article 1. That the said Perth Amboy Shipbuilding and Engineering Co. shall furnish all the material and labor necessary to, and shall construct and completely equip two (2) standard steel screw steamers for the harbor service of the Quartermaster's Department, in strict accordance with the requirements of the circular and specifications and drawings hereto attached and made a part of this agreement.

Article 2. That the Perth Amboy Shipbuilding and Engineering Co. shall complete the construction and equipment of the two steamers above referred to, and deliver them to the party in first part, as follows: One steamer to be completed and delivered in one hundred and twenty (120) working days, and the other in one hundred and thirty (130) working days from the date of this contract. And it is hereby agreed that in case the party of the second part fails to complete in all respects and deliver the two steamers, or either of them, within the time herein specified, the loss resulting to the United States from such failure is hereby fixed at the rate of fifty (50) dollars per day per steamer for each and every day either or both of the steamers remain un-

delivered beyond the respective periods hereinbefore specified; and it is hereby stipulated that the party of the first part may withhold such amount as liquidated damages from any money due and payable to the party of the second part by the United States for work done under this contract. The two steamers when completed to be delivered to the U. S. Quartermaster's Dept. at Perth Amboy, N. J.

In the event of the act of God, war, fire or strikes and lockouts of workmen affecting the working of this contract, the date of completion of the steamers may be extended for such period as may be deemed just and reasonable by the party of the first part, to cover the time lost from any of the above mentioned causes.

Article 3. That work on this contract shall commence on or before the twenty-fourth day of January, nineteen hundred and three, shall be carried forward with reasonable dispatch, and be completed on or before the twenty-ninth day of June, nineteen hundred and three.

Article 4. That for and in consideration of the faithful performance of the stipulations of this agreement the party of the second part shall be paid, at the office of the Depot Quartermaster at New York city, N. Y., as follows: for complete construction and equipment of the two steamers, the total sum of one hundred and five thousand (105,000) dollars. Payments to be made at such times and in such amounts as the officer in charge of the work may elect, based upon estimates to be made by him of completed work; and in all payments twenty (20) per centum of each to be retained until the final completion and acceptance by the Government of the work under contract.

Article 5. That in case of failure of the said party of the second part to comply with the stipulations of this contract according to the true intent and meaning thereof, then the party of the first part shall have the power to complete the work at the expense of the party of the second part in such manner as the party of the

first part shall deem best for the interest of the public service, either by day's labor and open market purchase of the necessary material, or by contract, or both, and any excess of cost resulting from such failure shall be charged to the party of the second part.

Article 6. That neither this contract nor any interest therein shall be transferred by the said Perth Amboy Shipbuilding and Engineering Company to any other party or parties, and any such transfer shall cause the annulment of the contract so far as the United States is concerned; all rights of action, however, for any breach of this contract by the said Perth Amboy Shipbuilding and Engineering Company are reserved to the United States.

Article 7. That no member of or delegate to Congress, nor any person belonging to or employed in the military service of the United States, is or shall be admitted to any share or part of this contract, or to any benefit which may arise herefrom. But this stipulation so far as it relates to members of or delegates to Congress, is not to be construed to extend to this contract.

Article 8. That this contract shall be subject to the approval of the Quartermaster General, U. S. Army.

In witness whereof, the undersigned have hereunto placed their hands the date first hereinbefore written.

Witnesses:

ALBERT E. PETTIT as to D. D. WHEELER,
Assistant Quartermaster General, U. S. A.

A. L. RAMSAY as to PERTH AMBOY SHIPBUILDING AND ENGINEERING CO.
CHARLES SCHOFIELD, *Pres't.*

Endorsed as follows:

A 180405
Form No. 96
(CONSTRUCTION)
ARTICLES OF AGREEMENT
Office of the Secretary
5912 (3)
Jan. 27, 1904
War Department
Between
Colonel D. D. Wheeler,
Asst. Quartermaster Genl. U.S.A.
New York City
and
Perth Amboy Shipbuilding and
Engineering Co.
For 2 Standard Steel Screw Steamers
At Perth Amboy, N. J.
Dated January 24, 1903.
Expires June 29, 1903.
Bond $30,000.00
Sureties
United States
Fidelity and
Guaranty Co. $30,000.00

Approved by theQuartermaster General, U. S. Army.

W. S. PATTEN
Deputy Q. M. General, U.S.A.
War Department,
Quartermaster General's
Office.

CONSTRUCTION BLANK.

This agreement entered into this first day of December, nineteen hundred and three, between Major G. S. Bingham, Quartermaster United States Army, of the first part, and the Pusey & Jones Company, a corporation existing under the laws of the State of Delaware, Wilmington, in the county of New Castle, State of Delaware, of the second part, witnesseth, that the said Major G. S. Bingham, Quartermaster U. S. Army, for and in behalf of the United States of America, and the said the Pusey & Jones Company (referred to hereinafter as the

contractor), do covenant and agree, to and with each other, as follows:

Article 1. That the said contractor shall furnish all the material and labor necessary to, and shall construct and completely equip two (2) Standard Steel Screw Steamers for the Harbor Service of the Quartermaster's Department, in strict accordance with the requirements of the Circular and Specifications and Drawings hereto attached and made a part of this agreement.

Article 2. That the contractor shall complete the construction and equipment of the said steamers, and deliver them to the party of the first part at Wilmington, Del., as follows: One steamer to be completed and delivered in one hundred ninety-five (195) days, and the other in two hundred twenty-five (225) days, excluding Sundays and State holidays, from the date of this contract. And it is hereby agreed that in case the contractor fails to complete in all respects and deliver the two steamers, or either of them, within the time herein specified, the loss resulting to the United States from such failure is hereby fixed at the rate of fifty (50) dollars per day per steamer for each day, exclusive of Sundays and State holidays, either or both of the steamers remain undelivered beyond the respective periods specified hereinbefore; and it is hereby stipulated that the party of the first part may withhold such amount as liquidated damages from any money due and payable to the contractor by the U. S. for work done under this contract.

In the event of the act of God, war, fire or strikes and lockouts of workmen affecting the working of this contract, the date of completion of the steamers may be extended for such period as may be deemed just and reasonable by the party of the first part, to cover the time lost from any of the above mentioned causes.

Article 3. That work on this contract shall commence on or before the second day of December, nineteen hundred and three, shall be carried forward with reasonable

dispatch, and be completed on or before the twenty-fifth day of August, nineteen hundred and four.

Article 4. That for and in consideration of the faithful performance of the stipulations of this agreement the part of the second part shall be paid at the office of the Depot Quartermaster at New York City, N. Y., as follows: For complete construction and equipment of the two steamers the total sum of Seventy-six thousand, nine hundred (76,900) Dollars per steamer. Payments to be made at such times and in such amounts as the officer in charge of the work may elect, based upon estimates to be made by him of completed work; and in all payments twenty (20) per centum of each to be retained until the final completion and acceptance by the Government of the work under contract.

Article 5. That in case of failure of the said party of the second part to comply with the stipulations of this contract according to the true intent and meaning thereof, then the party of the first part shall have the power to complete the work at the expense of the party of the second part in such manner as the party of the first part shall deem best for the interests of the public service, either by day's labor and open market purchase of the necessary material, or by contract, or both, and any excess of cost resulting from such failure shall be charged to the party of the second part.

Article 6. That neither this contract nor any interest therein shall be transferred by the said The Pusey & Jones Company to any other party or parties, and any such transfer shall cause the annulment of the contract so far as the United States is concerned; all rights of action, however, for any breach of this contract by the said The Pusey and Jones Company are reserved to the United States.

Article 7. That no member of or delegate to Congress, nor any person belonging to or employed in the military service of the United States, is or shall be ad-

mitted to any share or part of this contract, or to any benefit which may arise herefrom. But this stipulation, as far as it relates to members of or delegates to Congress, is not to be construed to extend to this contract.

Article 8. That this contract shall be subject to the the approval of the Quartermaster General U. S. Army.

In witness whereof, the undersigned have hereunto placed their hands the date first hereinbefore written.

Witnesses:

ALBERT E. PETTIT as to G. S. BINGHAM
Major and Quartermaster,
U. S. Army.

CLARENCE SOUTHERLAND, as to THE PUSEY & JONES COMPANY
by THOMAS H. SAVERY,
President.

Endorsed as follows:

Office of Secretary
5912
4
Jan. 27, 1904.
WAR DEPARTMENT.

180405
Form No. 96.
(*Construction*)
ARTICLES OF AGREEMENT.
Between
Major G. S. Bingham,
Quartermaster, U. S. A.,
New York City
and
The Pusey & Jones Company
For 2 Steel Screw Steamers,
At Wilmington, Del.
Dated December 1, 1903.
Expires August 25, 1904.
Bond $50,000.00
Sureties—American Surety
Company of N. Y. $50,000.00

Approved by the Quartermaster General U. S. Army:
Geo. E. Pond,
Deputy Q. M. General U. S. A.
War Department,
Quartermaster General's
Office.
Dec. 18, 1903.

IN CHANCERY OF NEW JERSEY.

ALLEN L. RAMSAY
vs.
THE PERTH AMBOY SHIPBUILDING AND ENGINEERING COMPANY.

PETITION FOR LEAVE TO SUE.

(*Filed March 30, 1904.*)

To Willard P. Voorhees, Esq., Receiver of the Above Named Defendant:

Take notice, that I shall apply to the Chancellor, at the Chancery chambers in the city of Newark, on Thursday, the thirty-first day of March, instant, at ten o'clock in the forenoon, for an order permitting the United States of America to begin and prosecute a suit at law against the above named defendant, The Perth Amboy Shipbuilding and Engineering Company, on a certain bond or obligation in the penal sum of thirty thousand dollars, bearing date the twenty-seventh day of January, nineteen hundred and three, made and executed by the said defendant as principal, together with the United States Fidelity and Guarantee Company, a corporation existing under the laws of the State of Maryland, as sureties, the conditions of which said bond has been broken by reason of the failure of the said defendant to perform the covenants, conditions and agreements in and by a certain contract made between the said defendant and the United States of America, on the twenty-fourth day of January, nineteen hundred and three, for the construction and equipment of two steel screw steamers for harbor service.

Dated March 30, 1904.

Yours, etc.,

THEO. B. BOORAEM,
Assistant U. S. Attorney.

IN CHANCERY OF NEW JERSEY.

ALLEN L. RAMSAY
vs.
THE PERTH AMBOY SHIPBUILDING AND ENGINEERING COMPANY.

To the Honorable William J. Magie, Chancellor of the State of New Jersey:

The petition of John B. Vreeland, United States Attorney for the District of New Jersey, respectfully shows to the Court that on the twenty-seventh day of January, nineteen hundred and three, the Perth Amboy Shipbuilding and Engineering Company, a corporation existing under the laws of the State of New Jersey, as principal, and The United States Fidelity and Guarantee Company, a corporation existing under the laws of the State of Maryland, as sureties, entered into a certain bond or obligation to the United States of America in the penal sum of thirty thousand dollars, wherein it was set forth that the condition of the said obligation was such that whereas, the said Perth Amboy Shipbuilding and Engineering Company did, on the twenty-fourth day of January, nineteen hundred and three, enter into a contract with the United States of America for the construction and equipment of two steel screw steamers for harbor service; therefore, if the therein bounden The Perth Amboy Shipbuilding and Engineering Company should not, in all respects, duly and fully observe and perform all the covenants, conditions and agreements in and by the said contract agreed and covenanted by the said Perth Amboy Shipbuilding and Engineering Company to be observed and performed, according to the true intent and meaning thereof, and as well during any period of extension of said contract that might be granted on the part of the United States as during the original term of the same, and should promptly make

full payment to all persons supplying it labor or materials in the prosecution of the work provided for in said contract, then the above obligation should be void and of no effect, otherwise to be and remain in full force and virtue, as by a certified copy of said bond under the seal of the United States of America hereto attached will more fully appear.

Your petitioner further shows that the said Perth Amboy Shipbuilding and Engineering Company failed to perform the covenants, conditions and agreements in and by said contract agreed and covenanted by the said Perth Amboy Shipbuilding and Engineering Company, but on the contrary utterly failed and neglected to construct said two steel screw steamers as provided by said contract, whereby the said bond then became and is forfeited, and a right of action at law against the said obligors has accrued to the United States of America.

Your petitioner therefore prays that an order may be made permitting the United States of America to begin and prosecute an action at law against the said defendant by reason of the breach of the said bond, and that your petitioner may have such further and other relief as the nature of the case may require.

JOHN B. VREELAND, by
THEO. B. BOORAEM,
Assistant U. S. Attorney.

STATE OF NEW JERSEY, }
COUNTY OF MIDDLESEX. } *ss.*

Theodore B. Booraem, being duly sworn according to law, on his oath deposes and says, that he is the Assistant United States Attorney for the District of New Jersey, and is acting for John B. Vreeland, the petitioner named in the foregoing petition; that the matters and things therein recited are true, to the best of this deponent's knowledge and belief.

THEO. B. BOORAEM.

Sworn and subscribed before me this 31st day of March, A. D. 1904.

ALAN H. STRONG,
Master in Chancery of New Jersey.

Service hereof acknowledged as of March 19, 1904.

WILLARD P. VOORHEES,
Receiver, etc.

IN CHANCERY OF NEW JERSEY.

ALLEN L. RAMSAY
vs.
THE PERTH AMBOY SHIP-BUILDING AND ENGINEERING COMPANY.
} Order, &c.

ORDER TO SUE.

(*Filed April 4, 1904.*)

It appearing to the Court that a copy of the petition and notice of an application on the part of the United States of America to begin and prosecute an action at law against the above named defendant, on a certain bond or obligation, bearing date the twenty-seventh day of January, nineteen hundred and three, made by the said defendant as principal, and the United States Fidelity and Guarantee Company, a corporation under the laws of Maryland, as surety, the condition of which said bond being therein alleged to have been broken by the failure of the said defendant to perform the covenants, conditions and agreements in and by a certain contract made on the twenty-fourth day of January, nineteen hundred and three, between the said defendant and the United States of America for the construction

of two steel screw steamers for harbor service, has been duly served upon the receiver in the above cause, and no cause being shown or appearing to the contrary, it is on this thirty-first day of March, in the year of our Lord one thousand nine hundred and four, ordered that the United States of America have leave to institute and prosecute an action at law on said bond against the said defendant, The Perth Amboy Shipbuilding and Engineering Co.

W. J. MAGIE, *C.*

Respectfully advised.

FREDERIC W. STEVENS, *V. C.*

Claim of United States of America filed with the receiver May 10, 1904, disallowed August 4, 1904.

IN CHANCERY OF NEW JERSEY.

BETWEEN

ALLEN L. RAMSAY,
Complainant,
and
THE PERTH AMBOY SHIPBUILDING AND ENGINEERING COMPANY,
Defendants.

PETITION.

(*Filed August 24, 1904.*)

To the Honorable William J. Magie, Chancellor of the State of New Jersey.

The petition of John B. Vreeland, United States Attorney for the District of New Jersey, respectfully shows to the Court that the United States of America,

being a creditor of said defendant corporation in a large amount, to wit, in the sum of forty-eight thousand eight hundred dollars, heretofore in pursuance of an order of this court, bearing date the thirty-first day of March, nineteen hundred and four, presented its claim with the receiver appointed in this cause for allowance; that the same was presented in due form, properly proved, and submitted to said receiver; that the said receiver, on the fourth day of August, nineteen hundred and four, served notice upon your petitioner that he had passed upon said claim, and had thereby disallowed the same and the whole thereof.

And your petitioner conceives that the United States of America is aggrieved by said refusal of said receiver, and insists that said claim of the United States of America of the aforesaid sum is a valid and subsisting claim against the said corporation, and should be allowed in whole.

Your petitioner respectfully appeals from the said determination of said receiver's refusal as aforesaid to this Honorable Court, and prays that the same may be reversed, and such order may be made in the premises as may be agreeable to equity and good conscience.

And your petitioner, &c.,

JOHN B. VREELAND,
United States Attorney for the District of New Jersey.

By

THEO. B. BOORAEM,
Assistant United States Attorney for the District of New Jersey.

In Chancery of New Jersey.

BETWEEN ALLAN L. RAMSEY, *Complainant,* *and* PERTH AMBOY SHIPPING, BUILDING AND ENGINEERING COMPANY, *Defendants.*	On appeal from the decision of the Receiver rejecting the claim of the United States.

TESTIMONY.

Before his honor, Vice-Chancellor Stevens.

United States District Attorney John V. Vreeland and Mr. H. Lindabury, for the Government.

Mr. Adrian Lyon and Mr. Frank P. McDermott, for the Respondent.

Transcript of shorthand report of the evidence given upon the trial of the above stated cause, on Wednesday, April 4th, 1906, at the Chancery Chambers, Newark, N. J.

Frank H. Burton, sworn for Appellant.

Direct examination, by Mr. Lindabury.

Mr. Lindabury—I wish to show by this witness that the vessel which should have been delivered on the 17th was only about twenty per cent. completed; and the vessel which was to be delivered on the 29th was only twelve or thirteen per cent. completed.

I also desire to show that the work was practically at a stand-still in Perth Amboy yards, and there was scarcely any work being done there from the 29th day of June to the 27th day of July.

I offer in evidence the original contract, specifications and plans for the building of the two vessels, and it is stipulated that they shall be received in evidence without formal proof.

Marked *Exhibit C 1, C 2* and *C 3*.

Q. Where do you reside?

A. East Orange.

Q. What is your business?

A. I haven't any regular business just at present.

Q. What was your business during the year 1903?

A. I was then connected with the Government as an inspector, I suppose you would call it.

Q. From the first part of the year 1903 what was your duty?

A. Well, just as soon as those boats were started at Perth Amboy I was detailed to take special charge of the inspection of them.

Q. Did you inspect them from time to time?

A. Well, about twice a week or perhaps three times a week.

Q. Up to what time did you continue that inspection?

A. The last trip, or the last inspection that I made was on the day that you mentioned, July, whatever it was, I don't remember the exact date, although I can tell by looknig at my note book.

Q. You may look?

A. August 31st was my last trip.

Q. August 31st, what year?

A. 1903.

Q. What was the state of the work at that time on these vessels?

A. The note I have made here is that no work had been done since the Board meeting on July 27th. Boats were badly rusted. Brushing will take off most of it, but some parts will have to be scraped.

Q. Now, the Board meeting you refer to, where did that take place?

A. They met in the yard.

Q. Where the vessels were under construction?

A. Yes, sir.

Q. What Board was this?

A. Board of Representatives of the Government.

Q. What was the name of the Board?

A. Well, I don't know as there was any official name for it.

Q. You mean that you were there, and inspected the work, with several other gentlemen representing the Government?

A. I don't think I was present on that date, which was July 27th.

Q. You don't think you were present?

A. No, for some reason or another I was away. I don't remember why.

Q. To what degree had the work advanced on the 29th day of June, 1903?

A. The report that I filed at the time with the Depot Quartermaster makes the percentage of completion of one boat nineteen and seven-tenths and for the other boat twelve and four-tenths.

Q. You found, then, on inspection at that time that that was the degree to which the work had been completed?

A. Yes, sir.

Q. Which vessel was the nearest completed?

A. Well, we call them No. 5 and No. 6, taking the yard designation.

Q. That is the way they were designated in the yard?

A. Yes, sir, and No. 5 had completed nineteen and seven-tenths, and No. 6, twelve and four-tenths.

Q. Did you visit the vessel on that occasion?

A. Yes, sir.

Q. When did you next make any inspection, after that date?

A. July 2d.

Q. Had the work advanced?

A. My notes say: No work being done on boats in the

yard; working on stem and stern post and stern tube; no pattern work, or joiner work being done; no work, except as above mentioned, been done this week.

Q. When was your next inspection?

A. July 9th.

Q. What did you find to be the condition of affairs then?

A. The condition was the same as on July 2d, except that the stern frame and stem were ready to go on the boat; the stern tube and stern bearing was still in the lathe; no work had been done in yard since June 13th, the day the yard was shut down.

Q. What was the next date in July?

A. July 16th. The condition the same as on July 2d. The high pressure cylinder pattern is ready for foundry with the exception of about a few days work, and has been so for some weeks. First low pressure cylinder still at foundry at Elizabeth on 15th.

Q. Your last inspection on the 31st day of August?

A. Yes, sir.

Q. What percentage of work was completed on the vessels at that time?

A. Well, the percentages I gave you were of June 29th. The statement I made was in regard to June 29th.

Q. The percentages you have already given are?

A. Yes, sir. Now before the Board met on July 27th I made a personal inspection on July 23d. Shall I read this report which I made to the Depot Quartermaster?

Q. Yes.

A. I have the honor to submit the following report of the condition of the work July 22d on the two 130 ft. standard steel screw steamers now being built for the Quartermaster's Department by the Perth Amboy Shipbuilding and Engineering Company.

The stern and stern frame for the first boat are drilled and awaiting to be put in place and have been ready since about July 9th. Work on these was under way before June 29th, the date of the last estimate of amount

of work completed, so that the amount of work done on these parts between June 29th and July 22d is the drilling of a few holes. The stern bearing casting has been turned and is now out of the lathe.

The stern tube is still in the lathe and is being finished on the outside. Both of these last are for the first boat, and work on them was started since June 29th. The above work done between June 29th and July 22d inclusive, including what few plates may have been put in place amount to about .3 of 1 per cent. making the total amount of work completed on July 22d 20 per cent., 19.7 per cent. having been completed on June 29th.

No work has been done on the second boat since June 29th, so that the percentage completed of that boat remains the same as at that date, namely 12.4 per cent.

No work is now being done in the boat yard.

Q. Now, upon your last inspection on August 31st in that year, Mr. Burton, had more work been done between the 22d of July and the 26th day of August?

A. My notes say no work done since Board meeting of July 27th.

Q. Were you present when the Board met?

A. No, sir. This report I made on July 23d, and it was made because I was going to be away when the Board met. I was instructed to make an inspection and hand in a report.

Q. Are we to understand from your testimony that no work had been noted since you made that inspection and report on the 23d?

A. Well, my notes are not clear as to that point. There were four days in between July 23d and the 27th which are not covered.

Q. What I am getting at is this—how do you know no work had been done between the 27th and the 31st; had the conditions changed from what they were on the 22d?

A. Well, they had not, as a matter of fact.

Q. What were the working conditions of this yard; were they good?

A. No, sir; they were not.

Q. Did they have up-to-date equipments?

A. No, sir.

Q. Where were these vessels constructed, in the open or under sheds?

A. In the open.

Q. were they protected from the weather?

A. They were entirely unprotected.

Q. What was the condition of things when you inspected them on the 31st day of August?

A. Boats badly rusted, brushing will take off most of it; some parts will have to be scraped.

Q. Were any parts of the vessel so rusted that they were permanently injured?

Objected to as leading.

Q. What was the condition of the plates with respect to injury?

A. The plates on the upper work of the vessels were simply rusted, but had not been injured. On the keel where the angles and plates came together I consider that they were rusted so that they could not have been cleaned properly, without taking them apart. Anything above that could have been cleaned.

A. And was that so with reference to both boats?

A. Yes, sir; they would have to have been taken apart and cleaned where the two metals came together.

Q. What do you mean by that—the two metals?

A. The angles and plates.

Q. What was the position or location of those angles?

A. In the keel of the boat, that, is, the lower part of the boat.

Q. Well, now, taking the joints apart and reaming it in that way what would have been the result?

A. Well, the rust had collected there, and rust in time will simply eat the iron away and cause the plates to become loose.

Q. And in your opinion would the vessels have been permanently injured if they were there?

A. They would have been permanently injured; yes, sir.

Q. Do I understand you to testify in that respect with reference to both vessels?

A. Yes, sir; both vessels.

Q. Were those vessels in condition so that they could be launced?

A. No, sir.

Q. That is all.

By the Court:

Q. You have stated generally that one of the boats had progressed twenty per cent. That doesn't convey much idea to me; can you explain that more fully?

A. Do you mean as to the general condition of the boats?

Q. I would like to know how far they had progressed in construction?

A. I can give you those percentages in detail if you prefer it. The keel, flat and vertical, rider plate angles, etc., of No. 5—

Q. Well, you need not go into details; tell us how much of the hull, for instance, was completed?

A. On both boats, practically, the keel was completed, the frames, deck beams, stem, stern post, rudder, coal bunkers, intercostals and bulk-heads—that is the framing above the keel—the shell—the frame or general skeleton work of the keel.

Q. That had been completed?

A. No, in one boat it was sixty per cent. and in the other one about forty-five per cent. The shell and deck plating and riveting was about forty per cent. on No. 5, and twelve per cent. on No. 6.

Q. What do you call the shell?

A. That is the outside plating of the vessel, the same as the outside of a house.

New Jersey State Library

Q. What date are you referring to?

A. June 29th.

Q. Now, I understand between that date and the 31st day of August, very little had been done?

A. Very little.

Q. And that gives me a general idea of it?

A. Yes, sir.

Q. I wanted to get a general idea as to the progress of the work?

A. Yes, sir.

Cross-examination.

Q. What experience have you had in the inspection of vessels?

A. I started the marine work in 1889 for the Government, and up to 1903 or 1904 I was continually employed on it.

Q. At this time, in 1903, you had had four years' experience in this work?

A. Yes, sir.

Q. And that is all the experience you had had?

A. In marine work; yes, sir.

Q. Are you a ship builder by profession?

A. No, sir; I am a mechanical engineer by profession, with a marine education besides.

Q. Have you ever had to do with ships?

A. Yes, sir.

Q. Just state what you have to take into consideration when you made up your estimate as to the percentage of the work that had been done on these boats?

A. Well, I cannot go into detail, as this occurred three years ago. At the time when these boats were under construction we made up a scheme whereby we consider each part of the boat has a certain percentage of it, so as to have all the boats figured up on the same basis.

Q. Have you got that scheme in your mind?

A. No, sir; I have not.

Q. Have you had any of it written out?

A. No, sir; but it is in the office. We got together and decided on that scheme.

Q. Who do you mean; you and the contractor?

A. No, sir; just the inspectors, for our own convenience.

Q. Just the Government?

A. Yes, sir; so that while all the reports might not agree with some other man's estimate, yet our reports would always be consistent, one with each other.

Q. Was that scheme brought to the attention of the contractor?

A. No, sir; it was only for our own use.

Q. Now, in figuring those percentages you took into consideration merely what had gone into the construction of the vessel?

A. Just the construction of the vessel as it stood there.

Q. Did you take into consideration any material that had been worked up in the yard to go into the vessel?

A. Anything that had been worked on was considered, but plates and angles lying in the yard were not considered.

Q. Suppose the plates and angles had been got expressly for these boats and riveted holes had been made in them; were they considered?

A. They were considered.

Q. How much material, can you tell, that was not put in the actual construction of the boats, was considered by you, in considering those percentages?

A. I cannot tell you.

Q. Was it much or little?

A. Well, it was little.

Q. What you figured on was little?

A. There was very little lying in the yard under construction. It was most all sent right to the boats, just as soon as it was ready.

Q. You mentioned two or three things which you

said were being prepared for the boats, and I think you said something was in the machine shop at Elizabeth?

A. Yes, sir; a cylinder.

Q. Did you take that into consideration?

A. Yes, sir.

Q. Do you know how much material was in the yard which had been purchased for these boats; I mean specially for these boats, which you did not take into consideration?

A. I do not.

Q. That you did not take into consideration?

A. No; I didn't count it at all, because it didn't belong to the boats until it was worked on and checked up for the boats.

Q. What do you mean by that?

A. The Government would have no interest in a plate lying on the ground; the Government had no interest in it at all, even though they had been bought for the boats.

Q. When material is bought for the boats, are they not made up from detail drawings and plans and made up in advance, and are they not cut by the iron works, according to schedules?

A. I suppose they are.

Q. So that plates would not be cut, in the yard where the boats were?

A. No, sir.

Q. And they would be cut, usually, according to plans made for these boats?

A. Yes, sir.

Q. And could not be used for any other boats except one like it?

A. They could be cut up and used for any purpose that they would fit.

Q. But not to advantage?

A. No; not to advantage.

Q. What is your experience as to the construction of

this class of boats for the Government, besides the experience you had in this yard?

A. Well, I was at Pusey & Jones for three, four or five months, while the two boats, which preceded those, were under construction. I was the resident inspector there.

Q. Is it not quite common for boats of this character to be built out in the open under cover?

A. It is most always so.

Q. So that the Perth Amboy yard was not any different in that respect from any other yard, was it?

A. No, sir.

Q. You say this yard was not adapted to conduct—or that the conditions were not good for the building of these boats, can you specify why not?

A. They had no means of making riveted holes fair in the keels.

Q. Were not those that were used made fair?

A. No, sir; they were not.

Q. Did you make such a statement in your report to the Government, that they were not made fair?

A. I never mentioned that in any written report. I did mention it in verbal reports.

Q. Wasn't that an important matter?

A. It was.

Q. Why didn't you mention it in your written reports?

A. I saw the condition of the yard and I saw it was a physical impossibility for them to construct those boats, in accordance with good practice, in regard to those holes.

Q. When did you discover that?

A. Just as soon as they began to rivet up.

Q. That was what date?

A. I cannot give you the exact date, but along very early in the construction of the boats.

Q. And you allowed this to go on without making any special report of it to the Government?

A. I reported it verbally to the Depot Quartermaster, and he instructed me to see that those holes were properly reamed.

Q. Well, what did you do?

A. I protested to the contractor that those holes should be properly reamed, and they tried to do it. They had no pneumatic reamer or electric reamers.

Q. How many ship yards are there, to your knowledge, who do have them?

A. I don't know how many, but it is very common.

Q. Do Pusey & Jones have them?

A. Yes, sir.

Q. Are there not a number of ship yards that don't have them?

A. I don't doubt that.

Q. Haven't ships been built for the last twenty-five or thirty years without them?

A. Yes, sir.

Q. And been considered well done?

A. If the work was done properly; yes, sir.

Q. Well, when you say that the condition was not good in that yard, you mean it was not according to the latest up-to-date methods, is not that what you mean?

A. I mean that the holes were not fair; that was the result.

Q. What would be the result to the boat?

A. That the holes would not be opposite each other, and the rivet does not fill properly unless it is properly reamed up.

Q. Were not these done properly?

A. No, sir; they were all done by hand; they had no pneumatic riveters or anything of that sort.

Q. Don't you think that rivets driven in by hand are more solid than driven in pneumatically?

A. If the holes are opposite the end of the rivet that is all right.

Q. Now, as to the rust which you speak of, you claim, as I understand it, that the angles of the keel,

under the boat, were rusted considerably; that is where most of the rust was, I suppose. How long had these boats been exposed to the weather when you ascertained that?

A. Well, they began to assemble the boats perhaps in April or thereabouts, and in August the work had been stopped. Before the boats had been closed in it would be natural for some months to elapse, during all of which time the rust was collecting.

Q. This was in the summer time?

A. Yes, sir.

Q. When you noticed this?

A. Yes, sir.

Q. You said that a great deal of rust was such that it could be brushed off?

A. Yes, sir.

Q. Do you consider that rust of that kind would injure a boat?

A. No, sir.

Q. Is it not a benefit to iron to rust a little?

A. I don't know that it is any benefit.

Q. Is it not so considered by ship builders that a little rust would cause the metal scales to be removed from the iron?

A. Well, I don't care to say as to that; I don't know.

Q. Why not—oh, you don't know?

A. No, sir.

Examined by Mr. McDermot:

Q. You made these reports in writing to the Government?

A. Yes, sir.

Q. You felt that you ought to refer to them in giving your testimony this morning?

A. Yes, sir.

Q. For the reason, I suppose, that your memory is a little deficient as to the details that were then in your mind?

A. Yes, sir.

Q. And so you have been reading from them in giving your testimony?

A. Yes, sir.

Q. Have you them where I can see them?

A. Yes, sir; but this is simply a copy.

Q. In your report of July 23d, do you say anything about any rust?

A. I don't know as I do.

Q. Nothing said about it there?

A. No, sir; these reports were simply—

Q. Well, never mind; just answer my question, please. Do you say anything about rust in that report?

A. No, sir.

Q. In your report of June 29th, is there anything said there about rust?

A. No, sir.

Q. You put in your reports what you concede to be the important features of the construction, or at least all that you observed?

A. Not in those reports; no, sir.

Q. Well, these are the reports you have been reading from, and the only ones you can give us an opinion on.

A. Those reports were to show the percentage of the completion of the boats.

Q. Well, now, in the report of August—

A. Those reports are my personal notes.

Q. And not in the form of reports?

A. No, sir.

Q. Just personal notes?

A. Yes, sir.

Q. Did you make a report at that time?

A. Well, I don't know whether I did or not.

Q. I understood you to say, in reading from your notes, that most of this rust will come off by brushing?

A. Yes, sir.

Q. And that others might require scraping?

A. Scraping; yes, sir.

Q. And that you gather from the notes that you made at that time?

A. Yes, sir.

Q. Rather than from any recollection that you have now?

A. Yes, sir.

Q. This time your memory is rather misty about it?

A. Yes, sir.

Q. During the time these boats were being constructed they were in the same yard all the time?

A. Yes, sir.

Q. And conditions were the same during the entire period?

A. Yes, sir.

Q. There never has been a shed over them, they were constructed in the open during the whole period of their construction?

A. Yes, sir.

Q. Did you refer in any of your reports to the fact that it being done in the open?

A. No, sir.

Q. Or make any objection to that?

A. No, sir.

Q. I understood you to say that you had been for some time the resident inspector for Pusey & Jones?

A. No, sir; you misunderstood me; I was the resident inspector for the Government during the construction of two boats for the Government, preceding the Perth Amboy boats.

Q. During the boats which succeeded these?

A. No, sir; on the boats preceding them. I was not on the boats that succeeded them.

Q. That is all.

A. In regard to this percentage, I find I have made a mistake, and I would like to correct it. The keel flat and vertical rider plate, angles, etc., percentage of the whole percentage is three and six-tenths per cent. and three and one-tenth per cent., that is for boats four and

five respectively. The frame, deck beams, stem, stern post, rudder, coal bunkers, intercostals, and bulk-heads ten per cent. of the vessel and seven and five-tenths of the vessel, meaning five and six respectively. Shell and deck plating and riveting six and one-tenth per cent. and one and eight-tenths per cent., meaning numbers five and six respectively, making a total of nineteen and seven-tenths and twelve and four-tenths respectively, five and six.

Re-direct examination.

Q. Well, the percentage you gave before, what did that refer to?

A. That was the percentage of each item, not the percentage of the vessel.

Q. You testified on cross-examination that these percentages were calculated upon a basis in use in your office; how was that basis established?

A. Why, we two men, Mr. Scott and myself, who were associated in this work, made up the scheme from which to make our reports.

Q. In reference to these vessels?

A. In reference to these two and all future vessels, so as to have all our reports consistent.

Q. Now, you have testified that the keel, flat and vertical, rider plate angles, etc., were entirely complete. Now, what percentage would you say of the vessel was completed under your scheme?

A. I cannot tell.

Q. Cannot you tell by referring to your notes?

A. No, sir.

Q. Well, if eighty-five per cent. is three and six-tenths per cent. of the vessel, how much would one hundred per cent. of rider plates be?

A. I suppose about four per cent.; I should have to figure that up.

Q. You mean to testify then that the keel, flat and vertical, rider plate angles, etc., that you have testified to actually represented four per cent. of the vessels?

A. Approximately so.

Q. As nearly as you can estimate it?

A. Well, these estimates are simply a matter of judgment; somebody else might estimate them slightly different.

Q. Well, I am asking you what you estimate them at, in your judgment, is not that a true estimate of the percentage of the whole vessel?

A. In my opinion it was; yes, sir.

Q. And that is true with all the figures that you have given?

A. Yes, sir.

Re-cross-examination.

Q. You have stated that the keel, flat and vetical, rider plate angles, etc., were eighty-five per cent. complete. Now, what was not complete of those?

A. Well, I could not say at this date, but I presume it was some riveting.

Q. Riveting or something of that sort?

A. Yes, sir; they had been assembled, but not completely riveted, perhaps.

Q. These arbitrary figures, in your assessment, which were devised by you and Mr. Scott, were intended to be safe for the Government?

A. They were intended to be safe for all concerned.

Q. Mr. Scott also was an inspector?

A. Yes, sir.

Q. In the employ of the Government?

A. Yes, sir.

Q. Now to refer to the rust again. Let me ask you this question: What, in your judgment, would it have cost to scrape off that rust, that which you say could be scraped off and which could not be eliminated by brushing; it would only be a slight matter of slight consequence, wouldn't it?

A. Well, all the rust above the keel could have been

eliminated at a nominal cost; I wouldn't undertake to tell how much, but it would be merely nominal.

Q. Now, as to that which would be required to be scraped?

A. Everything above the keel; the cost of removing that would be merely nominal, but when you come down into the keel that would be another proposition.

Q. I am speaking of that which would be needed to be scraped?

A. It would be needed to be taken apart.

Q. What! taken apart?

A. Yes; taken apart and scraped and then put together again and the holes properly reamed.

Q. You didn't, in your report, say anything about it being taken apart; you said some would have to be brushed and some scraped?

A. Yes, sir.

Q. And that which would have to be scraped would cost how much, in your judgment?

A. Above the keel I should say it would be merely nominal.

Q. Well, now, I am asking you below the keel?

A. I don't know that I can tell you that. Of course, in putting it together again it would require an addition to the plant.

Q. You are referring now to a pneumatic or electric reamer?

A. Yes, sir; one or the other.

Q. Cannot you give us an estimate of what that would cost?

A. I couldn't attempt to answer.

Re-direct examination.

Q. Did you yourself take any photographs of those vessels while they were in the course of construction?

A. I did.

Q. I show you two papers; can you state whether they were taken by you?

A. Yes; I took those.

Q. Do you know when they were taken?

A. When?

Q. Yes.

A. June second.

Q. 1903?

A. 1903.

Q. Can you tell by looking at them whether or not they practically represent the condition of those vessels under construction at that time?

A. They do; as well as I could get at them with a photograph apparatus.

Mr. Vreeland—I think, perhaps, they will give your Honor a better idea of the situation, and I will offer them in evidence.

Marked *Exhibits 5* and *6*.

J. Alva Scott sworn.

Direct examination, by Mr. Vreeland.

Q. Where do you reside?

A. Brooklyn, New York.

Q. Are you in the Government employ?

A. No, sir.

Q. Were you?

A. I was in the Government employ, yes, sir.

Q. During what period?

A. During the period of the construction of the Perth Amboy boats, and lately up to January 1st, 1905.

Q. What was your employment before that?

A. Various employments, in several ship yards on this coast and in the naval service.

Q. Have you any profession?

A. Yes, sir; I am a Naval Architect and Marine Engineer.

Q. How long have you been such?

A. I have been employed in that line of business in the neighborhood of fourteen years past.

Q. How much experience have you had in that fourteen years?

A. All that fourteen years has been a direct experience in connection with marine construction of ships and machinery, small and large.

Q. Have you had any experience in the construction of ships of the character of these two in question, other than these two?

A. Yes, sir.

Q. To what extent?

A. Why I was three years in the Columbian Iron Works, Baltimore, Maryland, in the construction of steam vessels for the Navy. I was one year at Cramps as superintendent of power plant in their yard, and my duties brought me in close contact with steel construction of both the hull and machinery.

Q. Have you ever inspected the work of these two vessels, as they were progressing?

A. Only in the way of surveying the vessels to see the amount of work completed and to make a report accordingly.

Q. Do you know how many times you did that?

A. Probably a half dozen times, I cannot recall exactly.

Q. Can you give us the date in any way?

A. I can give you two dates. The date of these reports.

Q. What dates are those?

A. June 29th and July 27th.

Q. What year?

A. 1903.

Q. To what extent did you inspect the work?

Q. Quite fully, everything that was in the yard and on those vessels, material worked up and party worked up; material on the stocks with the vessel and such as was being worked up.

Q. Did you make any calculation as to the percentage of completed work?

A. Yes, sir; but not in addition to the report.

Q. Well now, take June 29th.

A. That report was a joint report made by Mr. Burton and myself, and that report reported that the keel-flat and vertical rider plate angles, etc., were eighty-five per cent. finished on No. 5, which resulted in a three and six-tenths per cent., equivalent to the total vessel.

Q. Eighty-five per cent. merely relates to that item itself?

A. Yes, sir; that is the keel, flat and vertical rider, plate angles, etc., and that reports that to amount to eighty-five per cent.

Q. What do you mean by that?

A. Stapling angles and joining plates at the end—and such things that was part of the keel.

Q. You are not taking into consideration the material not present on the vessel?

A. I did take into consideration any material worked on in the yard. If a plate was partly flanged or edged off, so that we could actually recognize it as part of the material it went into our estimate. The estimate did not include any raw plates that might have been in the yard and which would have done for that vessel or any other vessel, but only such work as had actually been partly worked on, so that you could recognize it or identify it as part of the work of that vessel.

Q. Can you give the next item?

A. On vessel No. 6, same item, seventy-five per cent. finished, making an equivalent of three and one-tenth per cent. of a completed vessel. The next item is frames, deck beams, stem, stern-post, rudder, coal bunkers, intercostals and bulk-heads, that item on the first vessel No. 5, was sixty per cent. completed, that representing ten per cent. equivalent to the whole. This whole is inclusive of a completed vessel delivered to the Government, with all the machinery and everything aboard. I might explain that, arriving at this item of equivalent parts of each vessel, the total of a completed vessel was one hundred per cent., and the relative value of each of the parts was sub-divided, in all making up the equivalent

of one hundred per cent. of the whole, and that was justly divided for the different parts of the work, so that no matter whether the contractor was further ahead with the machinery than with the hull, or further ahead with his boilers than with some other part, the just equivalent of the whole would be calculated regardless of the contract price of the boat, proportioned for that particular class of vessel.

Q. And all these proceedings are based on that idea?

A. Yes, sir; based on one hundred per cent. of the whole.

Q. Well?

A. The second vessel, instead of being sixty per cent. of that item, was only forty-five per cent., and that made it equivalent to seven and five-tenths of the whole.

Q. What is the next?

A. The next was shell and deck plating riveted. These shell-plates are framed and punched and placed in position, and each loosely bolted, but not finally service bolted, but they are ready for service bolting. That amount of work represented forty per cent. of completion, or equivalent to six and one-tenth per cent. of the whole. That was on vessel No. 5. On No. 6 there was twelve per cent of shell and deck plating riveting, or one and eight-tenths per cent. of the total percentage—I mean total percentage of completion of the vessel—making a total on No. 5 of nineteen and seven-tenths, and No. 6 twelve and four-tenths.

Q. Now, you say you made an inspection for the Government?

A. Yes, sir; on July 27th.

Q. What was the result of that inspection?

A. The keel, flat and vertical, rider-plate angles, etc., on both the vessels were exactly the same as on June 29th. Frames, deck beams, stem, stern-post, rudder, coal bunkers, intercostals and bulkheads were all relatively one per cent. more advanced. That one per cent. on No. 5 resulted in two-tenths of a per cent. increase in the

whole. The shell and deck-plating and riveting was in the same condition as on June 29th, castings and forgings for machinery, they were promiscuous—lumped. It was hard to say just what the individual items of those castings and forgings amounted to, but in making the total percentage of the equivalent of the whole I made that two-tenths of one per cent. on No. 5, and one-tenth of one per cent. on No. 6.

Q. And that makes it how much altogether?

A. On No. 5 twenty and one-tenth per cent. completed, and on No. 6, twelve and five-tenths. Now, I have some notes from which I can probably give you a little better understanding of these parts and what they amounted to, if I should read them. I understand you wish me to make it as plain as I can?

Q. Yes.

This is a smooth copy taken from a rough memorandum I made when I was at the yard, but it was not included in my report. These were the things as I took them down: Hull No. 5. Flat keel in place from frame No. 16 to No. 60, but not riveted.

Vertical keel and angles in place and riveted from bulkhead No. 5 to bulkhead No. 63; these angles are not riveted to flat keel, and only from No. 21 to No. 47 are they riveted to rider-plates.

Rider keel-plates are in place from frame No. 56 to No. 21, but are only riveted from No. 21 to No. 47.

There are 25 out of 51 shell-plates on eaoh side of the vessel, but no riveting has been done on them. The plates are only just in place, being held by bolts.

Main bulkheads all up and riveted except in minor details. Coal bunker bulkheads are up and riveted, but coal doors have not been made, and dust-tight stapling not in place at fitted top and bottom.

Belge and side-stringers in place, but very little riveting has been done on them.

Some of the forecastle and hold deck beams are all in place.

Main deck beams are all in place, except that some at forward hatch boiler and engine space are not in place. Deck-plating on and two-third riveted. Gutter angles riveted to deck, some of the coaming angles are on deck, but not riveted.

After tank flat in place, but not riveted.

All frames and floors up, except about six frames, which are on the ground, are in place.

I should read that this way: All frames and floors, except about six frames, which are on the ground, are in place.

Floors, except in a few cases, are riveted to vertical keel, but not to flat keel, and to rider plate from No. 21 to No. 47 only. That is, the floors are riveted to the rider plate from frame 21 to 47.

The four feet side keelsons are in place in boiler space. They were to take the floor and foot foundations for the boilers, to which the boilers were to be attached. Riveted to floors and angle on top of floors, but not to shell.

One keel-plate on ground, but not in place.

That completes my notes on hull No. 5.

Q. What date was that?

A. July 27th, that refers to this report. Hull No. 6.

Rider-plate only in and riveted in boiler space.

Four feet keelsons fitting, not even in place.

The bilge and side keelsons only in place from about No. 17 aft. No riveting at all done and not all fitting done, either.

Bulkheads about the same as No. 5.

Deck-plating about the same as No. 5, except that no riveting at all has been done.

Framing about the same as No. 5, only less riveting done.

None of the framing, bracketing, etc., in the forward end forward of No. 5 secured; only frames being in place, but not finally located.

There is no side-plating on at all.

One keel-plate on ground punched, but not in place.

Except as otherwise mentioned, the keel is the same as No. 5.

Items belonging to both No. 5 and No. 6.

There are some seven rider-plates in the yard, punched and shaped, but not in place; these are for both vessels.

Forgings for four columns for main engines.

The following castings are in the shop: Two stern-tubes, two stuffing-boxes, two stuffing-box glands, two stern-bearing shaft-castings, two stuffing-box shaft-casings and one stem-bearing bushing; of these one stem-tube is partly machined; one stem-bearing bushing mostly machined, but not wooded; no machinery done otherwise on the above castings.

One stem-frame partly drilled and one stem partly drilled.

A small amount of wood work started (only) for pilot-house.

Report Hull No. 5—20.1% completed.

Report Hull No. 6—12.5% completed.

Cross-examination, by Mr. McDermott.

Q. This last statement you have just read into the notes is not embraced in your report?

A. Only in the sense that it was used to make up the percentages that went into the report as to the percentage of the completion of the vessel.

Q. What you mean is that the details you have now given were the basis of the report which you and Mr. Burton made?

A. Mr. Burton had nothing to do with this report. This is the report that I made the percentages on July 27th.

Q. The report which you and he signed?

A. Mr. Burton didn't sign the report on July 27th; that was my report only.

Q. And the details you have just been reading into the record were the basis of your report on July 27th?

A. Yes, sir.

Q. And from these different items by this arbitrary system you figured up the percentages?

A. By the system as a whole.

Q. Well, I mean by the system which Mr. Burton referred to as having been devised by you and him for the measurement of these vessels?

A. Yes, sir.

Q. Was that system adopted by any other inspector?

A. In all vessels of that type it was used.

Q. I mean by any other persons, except yourself and Mr. Burton?

A. We were the only persons that made reports to the Government on these vessels, and that is the basis of the reports.

Q. You devised that for these two vessels?

A. Well, I cannot recollect devising it for these two vessels, but we used it on them; I rather believe I devised it for these two vessels.

Q. Then you never used it before?

A. If I devised it for these two vessels I didn't.

Q. Did you use it afterwards?

A. Afterwards on a boat built by the Maryland Steel Company, which was a very similar vessel to this and the two built by Pusey & Jones Company; on four vessels built by the Company and three vessels which were partly built when I left the service.

Q. You didn't disclose that fact to the contractor?

A. No, sir.

Q. I mean the basis of your calculations?

A. It was none of the contractor's business what my basis of calculation was.

Q. You didn't send any copies of these reports to him?

A. My duty was only to furnish those reports to the contracting officer and he alone, and they were purely for his use.

Q. And confidential between you and that officer?

A. Yes, sir; I had no authority to give out reports except through him.

Q. As a matter of fact you did not in any way report these conditions to the contractor?

A. I did not report those conditions to the contractor, no, sir.

Q. I understood you to say that you took into account all work—all material in the yard which had been worked up?

A. That any work had been done on, in a way that could be recognized as material for these vessels.

Q. That had been worked up?

A. Yes, sir.

Q. And with the wrought plates I think you said you didn't?

A. No, sir; wrought plates and wrought angles, such as could be used on other vessels.

Q. How about the boilers?

A. They didn't go into the calculation, they had never been in the Perth Amboy yard.

Q. They hadn't been contracted for?

A. They had been sub-contracted for, but they are no part of the boat until they came there, and there was no way that the Government could get hold of them.

Q. Did you take them into consideration?

A. No, sir; that report shows that there were no boilers constructed.

Q. Because they were not actually there?

A. They were not there, no, sir.

Q. You said that you had reported that the keel, flat and vertical, rider plate, angles, etc., were eighty-five per cent. of completion?

A. Yes, sir.

Q. What remained to be done?

A. Well, I can refer to my notes on that and give you further details if you wish. It is too far back to depend entirely upon my memory.

Q. I don't suppose you depend upon your memory at all, do you?

A. Yes, sir, I do to a great extent.

Q. Well, what is it you were saying a moment ago about your memory?

A. Well, just exactly how far the details of this matter had proceeded I cannot tell you, without referring to my notes.

Q. You are not in the employ of the Government now?

A. No, sir.

Q. How long since you left them?

A. January 1st, 1905.

Q. Are you in business by yourself now?

A. Yes, sir.

Cross-examination, by Mr. Lyons.

Q. In your estimate of the percentages you are familiar, of course, with the value of such boats?

A. Yes, sir.

Q. How does that compare with the value of boats—that is to say, in this case these boats were to cost $50,000 apiece; twenty per cent. would be, roughly speaking, $10,000; do you mean to say there was ten per cent. of work done on these boats?

A. $10,000 based upon $50,000, or thereabouts, as the value of the vessel.

Q. And that went into your calculation?

A. Yes, sir; that is the idea exactly.

Q. What was your relation, as inspector of these boats, to Mr. Burton, who was an inspector?

A. Well, I was rather the adviser of the Depot Quartermaster at New York in these matters; I examined the vessels to see if they complied with the contract, and probably made such alterations or changes as the contract would call for.

Re-direct examination.

Q. You say that twenty per cent. of the work would be twenty per cent. of the value of the whole percentage?

A. Yes, sir; the idea of this report was to show that if payments were to be made on the vessel at any time—the report showed the amount of money or the percentage of the amount of money due on the total contract to be paid.

Q. Well, that was in reference to the contract price?

A. Yes, sir.

Q. Or was it in reference to the actual value of the work?

A. It had no bearing upon the actual value any more than the value had a bearing upon the contract price.

Q. That is all.

Major Gonzales S. Bingham sworn.

Direct examination, by Mr. Vreeland.

Q. What is your profession?

A. I am Major and Quartermaster in the United States Army; at present stationed at Philadelphia.

Q. Were you such officer in 1903?

A. Yes, sir.

Q. Where were you stationed during the latter part of the year 1903?

A. I was the Depot Quartermaster in New York city from August 15th of that year.

Q. When you were stationed at New York did you or not have charge of the contract in this case?

A. The contract was made during the administration of my predecessor.

Q. After you were appointed or detailed to that office you took charge of it?

A. Then I assumed the managing duties in respect to that matter, representing the Government.

Mr. Vreeland—I offer in evidence letter written by Major Bingham, the present witness, to

Perth Amboy Ship Building Company, under date of October 2d, 1903.

Marked *Exhibit C 6.*

Q. You sent notice, according to this letter, did you, to the receiver?

A. Yes, sir.

The Court—Had the company been adjudged insolvent.

Mr. Lyons—It was adjudged insolvent on the 3d of August, 1903, and the order was made permanent about two weeks later.

Q. You gave notice that you would take steps on the insolvency of the company to make contracts for other vessels?

A. I did.

Q. Did you take such steps?

A. I did.

Q. Will you state what steps you took?

A. I took the usual procedure in such matters, according to Army regulations, by preparing the specifications, drawings and instructions to bidders, etc., governing the construction of the boats; advertised in the daily papers, calling for bids, and in addition, sent out printed circular proposals to various parties who were engaged in the construction of vessels of that character.

Q. Did you receive bids in response?

A. I received bids; yes, sir.

Q. How many?

A. I cannot recall, but an abstract of them I think you have, and that will show.

Q. Is this the abstract prepared at that time?

A. Yes, sir; there were six bids received.

Q. Will you state the respective bidders, stating who they were and what their bids consisted of?

A. The first was J. H. Dialogue & Son, of Camden, N. J.

Objected to.

The Court—I will admit as showing that the Government was diligent. If you are willing to admit that the Government procured the lowest obtainable bid that may shorten the proceedings. I presume that is the object of the proof.

Mr. McDermott—I don't care to admit it.

Q. Proceed.

A. Their bid was for the construction of the first boat for $86,000, and the second boat for $84,500. The second bid was the Gas Engine and Boiler Company and C. L. Seabury & Company, of Morris Heights, New York, to construct the first vessel for $84,500, and the second for $82,500. The third was from Pusey & Jones, Wilmington, Delaware, to construct the first vessel for $77,770, and the second for $76,900. The fourth was from William Cramp & Son, of Philadelphia, whose bid on the first boat was $81,990, and the second $83,490. The fifth was the Maryland Steel Company, of Sparrows Point, Maryland, who bid on only one vessel, $81,600. The sixth and the last bid was from the New York Ship Building Company, Camden, New Jersey, who offered to construct the first vessel for $86,000, and the second one was $78,400. From which it will be seen that the lowest bid was the Pusey & Jones Company, and to whom the award of the contract was made.

Q. Were they constructed in accordance with these specificatioons?

A. Yes, sir; and accepted by the Government and paid for.

Q. Do you know whether the vessels built by Pusey & Jones Company were or were not in every particular built as this contract called for them to be built by the Perth Amboy Company?

A. They were built on the same plans and specifications, identically, under which the contract was made with the Perth Amboy Shipbuilding Company.

Same offered in evidence.

Marked *Exhibit C-8.*

Stipulation offered in evidence.

Marked *Exhibit C-9.*

Cross-examination, by Mr. McDermott.

Q. Did the specifications indicate the length of time which would be allowed to the contractor to build these boats?

A. The bids specify that.

Q. Oh, the bid specifies that?

A. Yes, sir.

Q. How do you mean?

A. Well, the bidders were to specify the shortest possible time in which they would complete them.

Q. And I suppose that varied in the case of the different bidders?

A. Yes, sir, they varied, as shown by the abstract.

Q. Wasn't there anything in the form of your proposals, or in the invitations to bid, which indicated the length of time in which the vessels would be required?

A. I don't think there was. The bidders were called upon to state the shortest time in which they would complete them.

Q. I observe in the contract of the Pusey & Jones Company they are allowed one hundred and ninety-five days for one boat, and two hundred and twenty-five days for the second boat?

A. That was their bid.

Q. That was the time specified in their bid?

A. Yes, sir.

Q. Then the acceptance of these bids depended not only upon the price, but upon the length of time in which they could be finished?

A. Yes, sir; that is always considered.

Q. Was that a reasonable time for the completion of these boats?

A. It was so considered.

Q. Was it, in your opinion?

A. Yes, sir.

Q. About as quick as they could be done, reasonably?

A. Yes, sir; commensurate with good workmanship.

The Court—Well, that would be to your advantage to have it done that way—that is to say, it would be better to let him fix his own time; he would be likely to bid less than if the Government compelled him to complete the vessel within a given time. In other words, I don't suppose you complain because the Government allows his contractor to fix his own time. Do you make any point of that or not?

Mr. McDermott—Well, what I wanted to get from this gentleman was whether this was a reasonable time or not, in the hope that I might use it in some other branch of the case.

Q. That is all.

George A. Anthony sworn.

Direct examination, by Mr. Vreeland.

Q. Where do you live?

A. Washington.

Q. Washington, D. C.?

A. Yes, sir.

Q. What is your employment or business?

A. I am a marine engineer in the Quartermaster's Department.

Q. How long have you been so?

A. Between five and six years.

Q. Did you ever see these two vessels in the course of construction in the yards of the Perth Amboy Ship Building & Engineering Company?

A. Yes, sir.

Q. How many times?

A. I should say four or five.

Q. Can you give us the dates?

A. I know of two dates, one was June 29th and the other July 27th. I am positive of those dates.

Q. You were there after July 27th?

A. Yes, sir.

Q. And that was your last visit?

A. Yes, sir.

Q. Now on July 27th please state what you observed in reference to the manner of the work?

The Court—Will that be a disputed question? Why not allow the witness to state that he found the condition of affairs as has already been testified to, then the other side will have the right to cross-examine him.

Q. You heard the evidence of Mr. Burton and Mr. Scott, did you?

A. Yes, sir.

Q. What is your recollection as to the facts stated by them in connection with these two vessels?

A. I concur with their remarks in regard to the condition of the construction and progress and general completion of the ships being in frame and partially riveted up, deck plating being on, hull plating on one vessel, that is, twenty-five plates on each side of the vessel and the other vessel had no hull plating on whatever.

Q. With reference to facilities for carrying on that work in the yard, state what your opinion is as to that?

Objected to.

A. I should say the facilities were not good. The quality of machinery for general ship construction was inferior, and they lacked many of the requirements of a first class ship yard, both in the number of tools and character of the tools—facilities are found in ship yards in general for first class construction and rapid progress of works.

Q. Would you say there could have been rapid progress of the work with the facilities you found there?

A. No, sir; I should say there could not have been.

Cross-examination, by Mr. McDermott.

Q. What did they lack, Mr. Anthony, in that yard?

Mr. Vreeland—Excuse me while I ask one more question. May I ask one question, please. Were these hulls in shape to launch?

Witness—No, sir.

Q. What did they lack in the yard?

A. All kinds of quick working tools, such as pneumatic reamers, pneumatic riveters, drills, that is, power drills except in hand drills and things of that nature, a great many machine shop tools; their plate shop was deficient.

Q. What difference would that make in the construction of these two vessels, as to time?

A. It shortens the time very much.

Q. How much?

A. Because the amount of work that the same number of men could do is very largely increased; I should say thirty per cent.

Q. Is it possible to make up for the lack of these tools by increasing the force of men in the yard?

A. No, sir.

Q. Now, will you specify how many punches they had down there?

A. Not accurately, I should say three or four.

Q. You claim that wasn't a sufficient number?

A. I do, for the work on hand.

Q. How many should they have had?

A. For the work they had in the yard to attend to at that time, I think they could have used double that number to good advantage.

Q. What work was going on in the yard at that time?

A. These two vessels for the Government and one large sailing ship for private parties.

Q. Do you know what work they were doing on that ship?

A. Yes, sir; that was in a very similar condition to ours; it was being framed.

Q. Now, wasn't this yard fairly equipped as shipyards go in these days, for that work?

A. I should say not; no, sir; decidedly not; it was least equipped than any yard I have ever been in along this coast.

Q. That is all.

By Mr. Vreeland—I find, by looking through the files that the order continuing the receiver as permanent receiver was made on the 11th day of August, 1903.

Exceptant rests.

Allan L. Ramsey sworn.

Direct examination, by Mr. Lyons.

Q. Where do you live?

A. Perth Amboy.

Q. What is your business?

A. I am engaged in ship plumbing and piping.

Q. Whereabouts?

A. 328 West street.

Q. How long have you been in that business?

A. A little over a year.

Q. New York?

A. Yes, sir.

Q. Were you connected with the Perth Amboy Ship Building and Engineering Company?

A. I was during the construction of these vessels.

Q. And during the whole life of this company?

A. Yes, sir.

Q. What was your position with it?

A. Treasurer.

Q. Have you been engaged in the shipping business, or connected with it in any way, besides that?

A. Yes, sir; I was connected with shipbuilding in my father's lifetime.

Q. How long was that?

A. Oh, many years.

Q. What, if any, connection did you have with the Quartermaster's Department at the time these contracts were taken?

A. I went with the president of the company to the Quartermaster's Department, where the contract was signed.

Q. You mean the contract for the building of these two vessels?

A. Yes, sir.

Q. Will you state what conversation you had with the quartermaster at the time this contract was signed?

The Court—Do you propose to vary the terms of the contract?

Mr. Lyons—No, sir; our point is this: the contract provides that payments will be made on these vessels in the discretion of the officer in charge. Now, we want to show what he was told at the time before the signing of the contract, what that clause of the contract meant and the object of that is this: it is claimed by the company that the reason this work was not carried forward with more speed was because the Government did not pay anything whatever on the contract; payments had been promised on this contract and not made, with the result of throwing this company into the hands of a receiver, and it seems competent for us to show what the officers told him before the signing of the contract.

Mr. McDermott—This discretion of the Government officer was a matter of custom, and it was the most natural thing for this witness to try and find out what the discretion was. It ought not to be an arbitrary discretion to pay on completion in one case and when 10 per cent. of the work had been done in another case. There must be some custom in the matter, and it was that custom, as I understand it, which was explained to Mr. Ramsey before he took the contract.

The Court—In accordance with my usual custom in such cases, I will allow this to go in, subject to objection. As I look at the matter now, a statement outside of the contract, by this officer, cannot bind the Government.

Q. (Question read.)

A. Well, before we signed the contract I went to Major Wheeler and I called his attention to that clause of the contract about payments, and he referred me to Major Littell, and I talked to Major Littell and asked him what the meaning of this was; I told him that we depended, for the carrying on of this contract, on the payments of the Government, and if we did not get those payments promptly that it would be no use of our signing the contract, and I asked him when we could expect the payments, and he told me that about every thirty days we could expect a payment. Then I asked him if I could expect a payment when the material arrived in the yard, and he said he didn't know about that.

Q. Was this Major Wheeler or Major Littell?

A. Major Littell. He said he didn't know about that. He said the question came to his mind about liens, and he turned to Mr. Anthony and said: "Mr. Anthony, what is the practice of the Government about that?" and Mr. Anthony said he thought it was all right; that they would pay for it on the material being received in the yard. I told him if we could expect a payment from the Government every thirty days, why it would be all right, and we would sign the contract.

Mr. Vreeland—Of course, this is all taken subject to my objection.

The Court—Certainly.

Q. Did the Shipbuilding Company ever receive anything from the Government on these boats?

A. No, sir.

Q. What?

A. No, sir.

Q. I understood you to say that you were the treasurer of the company?

A. Yes, sir.

Q. And you were actually engaged in the business of the company at the office of it, during the construction of these boats?

A. Yes, sir.

Q. Who purchased the material for these boats?

A. I did.

Q. So that you are familiar with the purchase of the material?

A. Yes, sir.

Q. I show you a statement and ask you what that is?

A. This is a statement of material purchased for these two vessels; also the cost of labor expended on those two vessels.

Q. From what is that made up?

A. From our books, day book, ledger account and other books.

Q. And you have those books here in Court ready to refer to them, have you?

A. Yes, sir.

Mr. McDermott—I will ask counsel if he will accept this as a copy from our books, or whether he wants us to go into the books now and take up the rest of the day proving these things, item by item.

Mr. Lindabury—If it is competent evidence we are willing to let it go in. I don't see how it is competent or pertinent, whether it cost $50,000 or $20,000.

Mr. Lyons—I think we ought to be allowed to show how much work has been done on these boats by this company, because one of our points is that the Government ought to have done what it could to have mitigated the damages. I want to show how much we were damaged by the course which the Government pursued.

The Court—Do you want to show how much money you have expended on these boats?

Mr. Lyons—Yes, sir.

The Court—I will admit that also subject to objection. You may say what the result of your statement is.

Mr. Lyons—The total amount for labor and materials expended was $46,677.18, and the proportion of general expenses, such as salaries and other office expenses $5,456.71, making a total of $52,244.45.

By the Court:

Q. Now, does that show what proportion of the amount represents work incorporated in the boats and what purports now to represent material lying around the yards and not put in the boats?

A. No, sir; it doesn't.

Q. You have lumped it all?

A. Yes, sir.

Further-direct examination.

Q. Mr. Ramsey, what have you to say in reference to the material that was purchased and in the yards and not actually in the construction of the boats?

A. In the first place, when the vessel was contracted for, there was a schedule gotten out showing the exact width of the plate and its shape at both ends, where it tapers, showing the exact thickness, etc., of each plate. Now, that plate, after it is furnished for that vessel, cannot be used in any other vessel except that one, unless you are building two vesels of the same size, which is very unusual. You see these insurance companies prescribe certain rules that a vessel of a certain size must have a certain thickness of plates, whereas another vessel of a different size they will prescribe a different thickness of plate; so that these plates that were lying about our yard had all been ordered cut

of a certain length and a certain width, and a certain thickness for these vessels, and the probabilities were that we would never have a chance to use them in any other ship that we might build. Then we had galvanized chain, ordered specially for these two vessels, anchor chain prescribed by the American Bureau of Shipping, they prescribe certain size of link of a chain, etc., and we had purchased that.

Q. And is that so with all material?

A. No, sir; pipe fittings are all stock sizes and they can be used in other vessels, but that was a very small percentage of the material that we bought, and when you come to the more valuable material like plates and angles and chain and windlesses, etc., they were all of a prescribed size for this very vessel and could only be used for it.

Q. Do you think of anything else?

A. No, I don't think of any others now that are especially adapted for these two boats. There was sheet lead and lead pipe.

Q. How much of the material in the yard was not specially adapted for these two boats, what percentage of the value?

A. I cannot say without making a calculation.

Q. Well, you have on this statement $46,677.18 labor and material in the structure and in the yard for these two boats, five and six, now can you give any approximate assessment of the amount of material in that schedule which were not specially adapted for those two boats?

A. I can only guess at it; I cannot give it accurately.

Q. Well?

A. $5,000.

Q. That would be ten per cent?

A. Yes, sir.

Mr. Lyons—For the sake of saving time I would like to put this in, for the purpose I mentioned a moment ago.

Mr. Lindabury—I think, under the circumstances, perhaps we ought to have the items of such things as were purchased and can only be used for these vessels, we are willing to accept that statement if they will furnish to us an itemized statement showing a list of those parts that were especially purchased and can not be used for any other purpose than for these vessels.

The Court—Then I will allow it to go in with the understanding that they shall furnish you with such statement.

Mr. Lyons—The statement I desire to introduce is a statement headed Statement of Expenditures, made on account of contracts 5 and 6, Quartermaster's Department, and consists of five pages.

Marked *Exhibit 1* for respondent.

Q. I call your attention to the provisions and specifications which requires the approval of the plans and detailed drawings by the Government, where were the detailed plans and drawings made?

A. They were made in the drawing office in the Shipbuilding Company's plant.

Q. Were they then submitted to the proper officers of the Government for approval?

A. Yes, sir; they were.

Q. In accordance with the provisions and specifications?

A. Yes, sir; they were.

Q. Have you had made up from the papers and letters to and from the Department a schedule of dates when the plans were submitted to the Department, and when they were returned approved

A. Yes, sir.

Mr. Lyons—Now, of course, we can go over the letters and offer them one at a time, but it would be a needless job and I desire to put it in in this form.

Mr. Vreeland—What is your point?

Mr. Lyons—I have a statement here showing when the plans were submitted to the Department and when they were returned.

The Court—When do you say they were returned?

Mr. Lyons—Some were kept a month, and some as long as two months, by the Department, possibly not two months, in many cases, but a month or thirty days before being returned. My purpose is to get these facts in evidence so as to show the delay on the part of the Government.

The Court—You want to put in that list of letters as an index?

Mr. Lyons—I have our letter books in court, but not the files of letters received from the Department, but I will produce them and leave them with the Sergeant-at-Arms so that the other side can refer to them.

Q. Is this statement an index to the letters referred to?

A. Yes, sir; that is a copy of it.

Offered in evidence.

Marked *Exhibit 2* for respondent.

Q. Are you familiar with the building of ships?

A. Yes, sir.

Q. As I understand it you have had some years experience in that business?

A. Yes, sir; I have observed the building of ships; yes, sir.

Q. What experience have you had in reference to it?

A. I have been in and around ship yards for eight or ten years.

Q. Have you been employed in ship yards?

A. Yes, sir.

Q. Your father's ship yards?

A. Yes, sir; my father was a ship builder.

Q. In what capacity have you been employed?

A. Well, I have been more connected with the office, as bookkeeper and I have been time keeper for quite a while, and I would look after the sub-contract work, estimating the amounts of material worked up, and in that way you can get a pretty good knowledge of how such work is done.

Q. What was the condition of these boats about the first of July, 1903, in regard to rust, from your observation?

The Court—Confine yourself to the keel.

A. I didn't observe it July first.

Q. When was it you observed it?

A. About six months afterwards I had occasion to examine them.

Q. Then you examined what?

A. Keel and all parts of the vessel; I did it with the receiver.

Q. What did your examination disclose?

A. Disclosed that the keels were in very good condition; the whole vessel was in good condition; there was rust, of course, but not to amount to any danger or injury to it. If it was anything it was a benefit to the material.

Q. Why?

A. Because when that material comes from the mill it has on a scale called the mill scale; now, if you should paint that material shortly after it arrives, the mill scale is painted on it, under the paint, and then, of course, it becomes impossible to get down to the iron to clean the scale off. It is better for the material if it should rust a little so as to remove that mill scale; it doesn't deteriorate the iron one speck.

Cross-examination, by Mr. Vreeland.

Q. What was your first experience that you had?

A. Oh, I have been around ship yards for ten years.

Q. Whose yard?

A. My father's.

Q. At Perth Amboy?

A. Yes, sir.

Q. You never had employment in any other yard?

A. No, sir.

Q. What sort of boats did you usually build there?

A. I also had experience with the Perth Amboy Ship-Building Company, and two or three years in my father-in-law's iron shop.

Q. Did you ever have anything to do with the building of steam ships, before this?

A. Yes, sir.

Q. How many?

A. Three.

Q. What sort of boats were they?

A. Two tug boats and one war ship for the Columbian Government.

Q. Those are the only boats you built?

A. Yes, sir; and in the Perth Amboy Ship Building and Engineering company these two vessels for the Government and another vessel, making three more.

Q. And you were also around your father's iron shop?

A. Yes, sir.

Q. Are you an iron worker?

A. No, sir.

Q. You really know nothing, practically, about that, do you?

A. I am not a mechanic at all.

Q. Don't know very much about work of this character, do you?

A. Oh, yes, I do.

Q. Have you had any practical experience in it?

A. I got some experience from observation.

Q. You are a plumber, are you not?

A. Yes, sir.

Q. And you spend most of your time in New York?

A. Yes, sir.

Q. And you had very little time to observe ship building?

A. Oh, yes, sir; I had a great deal of time and opportunity.

Q. Well, you just said you were in New York at your office?

A. Yes, sir; I was outside of my office too.

Q. Didn't your duties confine you to your office a great deal?

A. No, sir; not a great deal of my time.

Q. And the statement you have just made in reference to the condition of rust, etc., on these boats, did you gain that opinion from any practical experience of your own?

A. Yes, sir; from observation.

Q. Did you ever observe steel that was rusted in the manner in which this steel was rusted and followed the effect of that rust?

A. Yes, sir; I have seen it.

Q. Are you able to state whether a piece of steel that is rusted is seriously injured by reason of that rust?

A. Yes, sir.

Q. You are?

A. Yes, sir.

Q. Are you speaking as an expert?

A. No, but I could tell that though.

Q. How did you acquire that knowledge?

A. From observation.

Q. And did that observation consist of your building these three steel vessels in the Perth Amboy ship yard that you have spoken of—is that right?

A. Yes, sir; and having to do with steel.

Q. Well, that is practically all the experience you have had with reference to building steel vessels?

A. Yes, sir, practically.

Q. What became of those vessels?

A. They are down now on the stocks in the Perth Amboy ship building yard.

Q. Still there?

A. Yes, sir.

Q. Never been sold?

A. No, sir.

Q. Have you tried to sell them?

A. Yes, sir.

Q. Why didn't you sell them?

A. I never had any person offer enough for them.

Q. You have offered them for sale?

A. Yes, sir.

Q. To whom?

A. Anyone that will buy them.

Q. Did you ever advertise them for sale?

A. I can't say whether they have been advertised or not.

Q. As a matter of fact you never made any particular efforts to sell them, did you?

A. Yes, sir, we have.

Q. State how?

A. We placed them in the hands of brokers in New York for sale, and at home too.

Q. Who were they?

A. There was Mr. Hoeman, Sadler, Berkfield, McLaren and several others.

Q. Do you recall anyone ever coming up there to look at them?

A. Yes, sir, I do.

Q. Did they make an offer for them?

A. I don't know of any offer made for them.

Q. Did you ever make any complaint in reference to the delay of the Government in approving your plans?

A. I did not personally.

Q. Do you know that anyone else did?

A. Well, I can say I didn't.

By the Court:

Q. I suppose you got the approved plans from time to time as the work progressed?

A. Yes, sir.

Q. They were not all made in advance?

A. Oh, yes, sir; they were all made in advance.

Further direct.

Q. You are speaking now of the detailed plans?

A. Yes, sir.

Q. As a matter of fact the original plans were incorporated in the contract?

A. Yes, sir.

Q. And you were obliged, as the work progressed, to get from the Government approved detailed plans?

A. Yes, sir.

Q. And it was these detailed plans that you were speaking of?

A. Yes, sir.

Q. They couldn't all be submitted in advance, I suppose?

A. Oh, no, sir; that would be impossible.

Q. And they had to be submitted from time to time as the work went on?

A. Yes, sir; and in advance of the performance of the work.

Further cross.

Q. From time to time, as the work progressed, you submitted detailed plans of different pieces of work in connection with those vessels?

A. Yes, sir.

Q. And those detailed plans were all approved, weren't they, or else they were referred back to you for correction?

A. Either approved or referred back for correction, exactly.

Q. In every case you got a response of approval or disapproval?

A. Yes, sir.

Q. Did you state whether all those plans were sub-

mitted by you and were approved or rejected by the Government?

A. Yes, sir.

Q. And you never complained to the Government as to the time they consumed in reaching their conclusion as to whether the plans were correct or should be rejected?

A. I don't know whether others complained or not.

Q. As far as you know no complaint was made?

A. I don't know of any.

The Court—The correspondence is to go in evidence merely as an index, and counsel is to submit copies of the correspondence to both the Court and counsel.

James Parker sworn

Direct examination, by Mr. McDermott.

Q. Where do you reside, Captain Parker?

A. Perth Amboy.

Q. Are you connected with the Navy Department?

A. I was a naval officer in my youth, up to the close of the Civil War.

Q. Were you ever inspector of vessels?

A. After the war closed I became an employee of the Atlantic Mutual Insurance Company of New York, acting as their inspector of vessels. From there I went to the American Shipmasters' Association, which is mentioned in this contract, and I am entirely familiar with all its workings from that day to the present.

Q. How long did you continue there?

A. Eighteen years in that capacity.

Q. Are you familiar with the construction of vessels?

A. Oh, yes; I have framed rules for them and inspected, I suppose, thousands, perhaps a couple of hundred, while building.

Q. Have you examined the hulls of the two vessels refered to here as Nos. 5 and 6 in the Ramsay ship yard, Perth Amboy?

A. I have examined them after I was retained, as I have been, in the case. I went down to see exactly what the facts were for myself.

Q. You heard the testimony this morning as to rust, I suppose?

A. I did.

Q. And the plates and angles?

A. Yes, sir.

Q. I think the rust was to the plates in the keel?

A. Yes, sir.

Q. Did you examine the plates in the keel and the plates above them?

A. Yes, sir; I went under these vessels and looked them all over from top to bottom, as far as I could, without climbing up to a point where it was rather dangerous for a young man like myself.

Q. What did you find in relation to the rust?

A. I found about what you would expect from vessels that had been some time building. I will show you on the plans what I mean (referring to plans as he testified). Here is the flat keel, or rather it is a keelson (indicating). Here is the inside (indicating). From there to there—that point to that point (indicating) is a little wider, and this (indicating) runs all the way down to here (indicating). I could go under here but I examined it particularly just as if I was examining the vessel as an inspector, and this rust shows down here at the bottom. This frame is practically flat down here (indicating) and when you get down at the end here (indicating) and examine this particularly you can see just what its condition is, and you can see the condition of everything connected with the keelson, and I couldn't see anything that was at all out of the way, but from the opinion I formed I think you could get right to work and complete those vessels just as well now as if that rust was not there at all.

Q. Is this knocking off a little rust an expensive operation?

A. No, sir.

Q. What might it cost, according to your judgment?

A. It would be a very trifling amount.

Q. Well, about how much?

A. I cannot tell you how many dollars.

Q. Would it cost $50?

A. I should think, perhaps, more than that, perhaps $250.

Q. And this condition you found how long ago?

A. About two months ago I think it was.

Q. That is all.

Cross-examination.

Q. What sort of examination did you make of the keel plates to ascertain the extent of the rust?

A. Why, I just examined them with the eye, I didn't bore them.

Q. Did you ever scrape them?

A. No, sir.

Q. Or brush them?

A. No, sir.

Q. Then you cannot tell how deep the rust was, could you?

A. Yes, I could at that time; it couldn't have been very deep.

Q. How do you know?

A. I know that from experience in rust—they don't rust as fast as that.

Q. You gauged the depth of this rust by your vision and concluded it was not very deep, merely by that inspection?

A. Yes, sir.

Q. By looking at it?

A. Yes, sir.

Q. And that was all?

A. Yes, sir.

Q. You couldn't do otherwise?

A. No, sir.

Q. None of the parts were separated?

A. No, sir; but I could see every detail down there.

Q. Were not some of the parts pretty well covered by rust?

A. No, sir; the rust is not of such character to make it remarkable in any way at all.

Q. Was it generally covered or was the rust in spots?

A. Well, the rust was about the same all the way along. You know there is no steel or iron that is so that it won't rust a little bit more at one place than another, and that is so always with regard to any steel and iron work.

Q. That is all.

Adjourned to a day to be fixed in order to permit testimony to be taken of other witnesses.

Taking of depositions, etc., in the above stated matter, by consent, before the subscriber, one of the Master's and Examiner's of this Court, in the office of Messrs. McDermott and Enright, Davidson Building, Jersey City, N. J., at ten o'clock in the forenoon of Wednesday the 2d day of May, 1906, in the presence of Mr. Lindabury, for the United States, and of Mr. Lyon and Mr. McDermott for the defendant.

By consent and agreement of counsel said depositions being taken by Miss Katherine E. McKenna, in shorthand, who, before the taking of the same, was duly sworn to faithfully, truly and impartially take the testimony in this case and transcribe the same, to the best of her skill and ability.

It is also agreed by counsel that the signature of the witness to his deposition be waived.

Arthur Master, sworn for the defendant.

Direct examination, by Mr. Lyon.

Q. Where do you live?

A. Plainfield, New Jersey.

Q. What is your business?

A. Consulting Naval Architect and Engineer.

Q. How long have you been in that business?

A. Since 1902.

Q. How long have you been in the ship building business?

A. Since 1884.

Q. What experience have you had as a ship builder and engineer?

A. In that number of years—up to date—how would you like me to answer that, in detail or how?

Q. Well, what yards have you been connected with?

A. Well, first of all the great yards of Armstrong, Mitchell & Company, at New Castle on Tyne, where I studied the business first off, and from there I came to this country and took charge of the work at the then Crescent ship yard, at Elizabethport. From there I went to be chief draftsman at Boston for the Government—at least, not for the Government, but for a private firm there. From there I went to be leading draftsman at William Cramp & Sons Company, Philadelphia. From there assistant superintendent at the Crescent ship yard, under Louis Nixon.

Q. Were you at any time employed by the Perth Amboy Ship Building and Engineering Company?

A. Yes, sir.

Q. When?

A. I commenced my duties there, I think, April 1st, 1903.

Q. How long did you continue with the company?

A. Until the yard closed; I would not be quite positive of the date; early in August I think it was.

Q. Of the same year?

A. Of the same year.

Q. You were then in the employ of the Perth Amboy Company during the time that these boats were being built for the United States Government?

A. Yes, sir.

Q. Known as numbers 5 and 6, in the Perth Amboy yard?

A. Yes, sir.

Q. What was your office in the yard?

A. General manager.

Q. You had general supervision and oversight of this work?

A. Yes, sir.

Q. What work on these boats was done while you were with the company—had they been started before you came there?

A. If I remember rightly there were six keel plates laid on the first boat, on number 5 or 6—one of the boats; anyhow, about six keel plates laid, I think, that is to say, there were six plates laid, end to end, on the keel block, may be four or six, which number of vessel it was I don't remember. I presume it was the first boat, we usually started consecutively.

Q. Will you describe, in a general way, how the work was carried on on these boats, with reference to the rapidity of the construction and so on?

A. Before any construction work could be done drawings had to be made and submitted to the Quartermaster's Department, Army Building, Whitehall street, New York, and after approval of these plans work was begun in the yard, and not before.

Q. Do you remember about how many men were working on these boats?

A. At what time?

Q. Well, the average number during the whole time?

A. I suppose maybe a hundred and fifty.

Q. And with reference to the approval of the plans, of which you spoke, were the plans approved by the department from time to time?

A. By the Quartermaster's Department, yes.

Q. With reference to promptness, how were they approved?

A. They were very much delayed at the Quartermaster's Department.

Q. Was the work delayed by reason of that?

A. Undoubtedly.

Q. To what extent?

A. To the extent of the time the plan left the office at Perth Amboy until it was returned approved.

Q. Do you remember how long it took the Quartermaster's Department to approve these plans?

A. I remember distinctly in some cases from one to two months.

Q. From your experience, is it usual to take that length of time to approve plans?

A. No.

Q. What is the usual length of time?

A. At the outside, a week.

Q. Were any complaints made by you?

A. A great many.

Q. For the company?

A. For the company.

Q. And to the department?

A. To the Quartermaster's Department.

Q. On this account?

A. Yes, sir.

Q. Well, now, after the complaints were made by you, did they do any better—did they remedy the difficulties?

A. I think not.

Q. Can you tell now about what the result was—general result, how far reaching it was, of this delay in approval of the plans on the work of construction?

A. Will you kindly ask me that question again?

Q. (Question repeated).

A. Well, the delay in approving those plans ran us almost to the limit of our time of construction, after which time there was a penalty of so much per day.

Q. Do you think that the delay in the completion of the boats was due to the delay in the approval of the plans?

A. In a great measure I do.

Mr. Lindabury—I would like to object to this line of testimony, for the reason that the question involved in this issue is not a question of penalties but it is a claim for damages for breach of contract on the failure of the company to complete the contract at all. The Court has already passed upon the question of penalty and has refused us the privilege of filing a claim on behalf of the penalty, so that the fact that the work was delayed by the delay in plans, if any delay existed, does not effect the case.

Q. About the time that you left the yard, what was the condition of the work, so far as it had progressed, with reference to rust on the hulls?

A. Of course, they were liable to rust were they not painted.

Q. Well, had they rusted at that time?

A. Not at that time, no; nothing more than usual.

Q. I think it has been testified by the experts on the part of the Government that the plates, where they were joined together, had rusted very considerably, so that it impaired the boats to a great extent, what have you to say about that?

A. I deny any such statement as that, because I was most particular in painting the surface, and I saw that it was done, personally.

Q. Where that was done, of course there was no rust?

A. No rust, of course not.

Q. You are familiar with ship yards throughout the country, I understand?

A. Yes, sir.

Q. Even those in which you have not been employed?

A. Yes, sir.

Q. It has been testified also by the experts on the part of the Government that this yard was not equipped sufficiently to build these boats in a good workmanlike manner; what have you to say as to that?

A. I should say it was equipped far enough to carry on the construction of these two vessels.

Q. One further question with reference to the delay. In referring to the delays in approving these plans, was it possible, in view of those delays, to complete the boats in the constructed time?

A. No.

Q. Could any more workmen than you employed have been employed in the work on these boats?

A. I think not, no.

Q. This yard was equipped, was it not, with the ordinary machinery for building boats of that character?

A. Yes.

Q. Were you present when the officers of the Government came down there and inspected any of those boats?

A. I was, very often.

Q. Have conversation with them when they came?

A. Yes.

Q. Did you ever hear any complaints by them upon the character of the yard or of the machinery you used, or anything of that sort?

A. Some few occasions, I did, yes.

Q. At the time you left the yard, how far had the work progressed on these boats?

A. The vessels were framed and plated, the deck beams were in place, the deck stringers were in place and the deck house coamings were in place.

Q. On both vessels?

A. Well, No. 5 was slightly in advance of No. 6, regarding the shell plating.

Q. Was the work, as far as it had gone, in good shape—good condition?

A. All approved by the Quartermaster's Department.

Q. And was in condition to go on with the work and finish the boats?

A. Yes.

Q. In your opinion, how much could have been saved

by using these hulls and completing those boats, over the cost of building new boats, usually?

Mr. Lindabury—I object to that question on the ground that it has not been shown that the witness is competent to testify as to the cost of boats of that description.

Q. (Question repeated).

A. I should say the cost of the hulls there, as they stood there on the ground.

Q. About how much was that?

Mr. Lindabury—I object to that question upon the ground that the cost of the vessels can be ascertained, and what they actually cost would be an answer to that question.

A. I should say $40,000.

Q. Then I understand that in your opinion the boats could have been completed for about $40,000 less than they were built for usually?

A. Yes.

Q. That is all.

Cross-examination, by Mr. Lindabury.

Q. You have stated that you entered the employment of the Perth Amboy Company April first, 1903, haven't you?

A. April first, 1903.

Q. At that time, how far had the work on these two boats advanced?

A. To the extent of laying, I think, as I said before, three to six keel plates.

Q. And that is all the work that had been done on these vessels?

A. All the structural work.

Q. How about the plans?

A. That I know nothing about, because it didn't come under my supervision.

Q. So that you don't know how far the completion of the plans necessary for the carrying out of the work had been carried on?

A. All I know is that certain plans had been made from which to order these plates which were laid.

Q. Will you state what plans had been so completed?

A. Such as the keel plan, frame plan and the shell plan was in course of preparation.

Q. How long a job is the preparation of those plans which you have mentioned

A. About a week, from a week to ten days.

Q. And upon the approval of those plans the work could have been started?

A. Upon the approval, yes.

Q. And were any other plans than those you have mentioned necessary before you could have completed the vessels to the extent that they were completed at the time the yard shut down?

A. There were other plans to be made.

Q. Were they necessary before you could carry the work on to the state of completion that existed?

A. Certainly.

Q. Will you enumerate what plans were so necessary?

A. Shell plan, shell expansion plan; the deck plating plan, and the plan of the deck houses, the engine foundations—engine and boiler foundations; the general arrangement and details of machinery and boilers; those are the principal plans.

Q. That is all?

A. Yes, sir.

Q. Had all of those plans been prepared and submitted by you except the ones which had been completed at the time you went into the office of the Perth Amboy Company?

A. They were submitted subsequent to my going there.

Q. Did you have charge of submitting those plans?

A. Yes, sir.

Q. When did you submit those various plans you have mentioned?

A. I cannot give you the dates now. I would have to rely on these dates.

Q. That is all right.

A. Will you kindly ask me that question again?

Q. (Question read).

A. The general arrangement of machinery was submitted on February 25, 1903. Do you wish me to go all through it?

Q. Well, did you submit that; I want to know what you submitted?

A. No, I did not; that was prior to my time. The first plan submitted by me was the plan of the rudder, April 16th.

Q. Was that plan approved?

A. Yes, it was approved.

Q. When?

A. April 22d.

Q. Would you consider that an unreasonable time?

A. Not for that one plan, no.

Q. What next did you submit?

A. A propeller and stern tube.

Q. When did you submit that?

A. April 20th.

Q. When was that plan approved?

A. May 28th.

Q. After the plan was submitted by you on April 20th, did you have any correspondence with the Quartermaster's Department relative to those two plans?

A. Not to my knowledge.

Q. Any correspondence that would have taken place would you have had knowledge of it?

A. At the time I would, yes.

Q. Is it not true, that on the 21st day of April those plans were returned to you by the Quartermaster for correction?

A. I cannot remember; I don't remember.

Q. You don't remember?

A. Not at this time, no. I would have to refer to the correspondence.

Q. Does that refresh your memory at all? (handing witnes a paper).

A. Yes.

Q. Now, did you prepare a corrected plan of the propeller and stern tube?

A. Yes.

Q. When did you submit that to the Department, do you know?

A. Well, I must rely simply on dates here, I cannot remember.

Q. Well, now, what was the course of procedure when plans that were submitted were returned for correction?

A. They were corrected according to directions noted on the plans; usually in red ink, by the Quartermaster's Department.

Q. It wasn't unreasonable for the Quartermaster's Department to supervise those plans and request you to make the necessary corrections, was it?

A. Oh, no; it was their duty to do so.

Q. And as long as they did it promptly there was no ground for complaint, was there?

A. As long as it was done promptly and reasonably.

Q. You would not say they were unreasonable in their request, would you

A. Very often they were.

Q. Do you mean to say they were requiring what they were not entitled to have, under their contract?

A. They would require things that were not practical—what I considered at the time was not practical work.

Q. The vessel, however, was built under the supervision of a person representing the Quartermaster's Department, wasn't it?

A. Yes.

Q. And it was necessary in carrying out the contract that that officer's direction should be carried out; wasn't it?

A. Yes, sir.

Q. Furthermore, this contract was built under the supervision of the American Bureau of Shipping, wasn't it?

A. Yes, sir.

Q. And it was necessary to have the approval of that concern, wasn't it?

A. Yes, sir.

Q. And is it not true that you returned a corrected plan or plans of the propeller and stern tube on the first day of May (showing witness letter).

A. This is not my letter.

Q. You don't know anything about that, then?

A. I know nothing about it.

Q. Then you didn't have entire charge of those plans?

A. Sometimes letters were written without my knowledge.

Q. Then you are not able to state that the delays which resulted in the approval of the plans were the fault of the Quartermaster's Department, are you?

A. As I said before, to a great extent the delays were due to the Quartermaster's Department.

Q. You are not able to say they were due entirely to the Quartermaster's Department?

A. I seen this letter later; yes, sir.

Q. Then you know those things were submitted at that time?

A. Submitted at that time.

Q. Is it not true that in their letter of April 21st the Quartermaster's Department requested the return of the corrected blue print, which they returned to you under that date?

A. What date do you mean?

Q. April 21st.

A. This letter here?

Q. Yes.

A. Yes.

Q. Do you know whether that corrected blue print

was returned with the blue print submitted on the first of May?

A. It was returned, I would not say what date, not knowing.

Q. Is it not true that the Department wrote the Perth Amboy Ship Building Company on May 4th and again on May 15th requesting you to return that corrected blue print and calling attention to the fact that the failure was causing a delay?

A. My memory cannot carry me back four years for dates. I don't know how you want me to answer these questions. The Department wrote May 15th, I have it here. This plan was not officially approved until May 28th.

Q. Is it not true that on May 16th you finally did send that corrected blue print, so that the blue print submitted on May 1st could be checked up with it to see that it was correct?

A. That letter was sent on the 16th and approved on May 28th.

Q. Would you say that that was an unreasonable time, in view of the fact that it was necessary for the Quartermaster to submit these plans to the American Bureau of Shipping?

A. I still think it was an unreasonable time.

Q. If the time that these plans were actually in the Quartermaster's Department did not exceed four days, would you say then that the Quartermaster's Department was unreasonable in their delay?

A. Not four days, no. Four days is reasonable enough.

Q. Now, will you state what was the next plan you submitted to the Department, after the propellers and stern tube?

A. Do you wish them in order as they were actually done?

Q. Well, that is possibly the easiest way to go through it?

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A. If I had a list of those things here I could tell you, but I certainly cannot.

Q. Cannot you tell from the memoranda?

A. Well, this is all mixed up.

Q. Oh, I don't care about the order.

A. Well—

Q. One other question first. Would you consider that the Quartermaster's Department had been guilty of delaying the work, so far as the delay was occasioned by the failure of the company to return the corrected blue print, so that they could check up the blue prints submitted on May 1st?

A. The print had nothing to do with the tracings.

Q. After the corrected blue print was received from the Department you then make new tracings, don't you?

A. Unless the original tracings can be corrected.

Q. And then you make new blue prints, do you not?

A. Yes, sir.

Q. You submitted those new blue prints?

A. Yes.

Q. And the Department requested the return of the corrected blue print for the purpose of checking up the new copy of the blue print submitted?

A. Yes, sir.

Q. Would you say it was unreasonable in them to request that that be done?

A. Certainly not.

Q. Would you say that any delay caused by their not receiving that corrected copy, for the purpose of checking up, was any ground for charging them with unnecessary delay?

A. As they had a copy of that corrected blue print in their own office it is not necessary to depend on that one.

Q. You don't know that they had a corrected copy in their office?

A. Yes, I do know.

Q. How do you know?

A. I seen it, I seen many of them.

Q. You don't know whether they had that one, do you?

A. I wouldn't say this particular one, but it is customary, it is their rule.

Q. Isn't it true that you don't know whether they had a copy of that corrected blue print in their office at the time?

A. You are speaking of the stern tube?

Q. I am speaking of stern tube and propeller?

A. I think they had.

Q. But you don't know?

A. I wouldn't say positively, but I think so.

Q. Now, in case they did not have a copy of that corrected print in their office, was the delay unreasonable and chargeable to the Department, consumed in getting that blue print for the purpose of checking up the blue print submitted on May 1st?

A. The 16th to the 28th, that is twelve days.

Q. While the Department was waiting for you to forward that blue print, providing they did not have a copy of the blue print in their office, as corrected and submitted to you on the 21st day of April, would you say that that delay was unreasonable and chargeable against the department?

A. No.

Q. Now, what was the next plan that you submitted, or what other plan did you submit?

A. Here is a plan, shell expansion for the riveting, submitted on May 6th and approved May 20th.

Q. Isn't it true that on the ninth day of May, three days later, the Quartermaster's Department wrote you requesting additional copies of that plan?

A. I don't know.

Q. How many copies of these blue prints are necessary to be submitted, do you know?

A. How many are necessary?

Q. Yes.

A. Under ordinary conditions no more than two are usual.

Q. I mean in this particular case?

A. They requested seven in each case.

Q. And you complied with that request, or attempted to, didn't you?

A. Yes.

Q. And they had acquainted you with the fact that it was necessary, under the requirements of the Department, that seven be submitted for the purpose of filing, etc.?

A. Seven is the number, I think.

Q. Now, on the sixth of May how many blue prints did you submit, do you know?

A. I cannot say.

Q. Does that refresh your memory? (Handing witness paper).

A. I can explain that.

Q. All right if you will do so.

A. It is the request of the Department that before a plan is finally approved, to submit a tracing with two blue prints, in order to save expense in making the necessary number of blue prints. After the correction is made and the plan returned then for final approval, then the seven prints were submitted. That is how we came to submit them.

Q. And they notified you three days later, May 9th, that they would submit it to the American Bureau of Shipping for approval, as soon as you submitted five additional blue prints?

A. That was one of the plans to usually submit it to the American Bureau.

Q. Do you recall when you finally submitted blue prints, as they requested?

A. No, I cannot tell you. That is, five; they kept the other two, and that made the seven.

Q. Now, if those additional blue prints were received by the Quartermaster's Department on the 12th day of

May, and were returned to you approved on the 20th day of May, would you say that was an unreasonable delay?

A. I do.

Q. If during that period from May 12th to May 20th, it was necessary to submit that blue print, and it was actually submitted to the American Bureau of Shipping for its approval, would you say then that the time for approval was unreasonable?

A. I do.

Q. If the plans were actualy in the hands of the Quartermaster's Department four days, would you say that was unreasonable time for them to hold it?

A. Yes, sir.

Q. Why?

A. Because I don't think it takes four whole days to look over shell-plating plans.

Q. Would you say that is an unreasonable delay?

A. It is unusually long to approve shell-plating plans, in my experience.

Q. Do you mean to say—are you basing your opinion on the fact that you require the department to drop everything else and approve those plans?

A. Inasmuch as they were the only two vessels building in their department, I do.

Q. You say that was an unreasonable delay—four days?

A. Yes, sir; most assuredly.

Q. Then you consider that the work of constructing these boats was delayed four days on acount of that plan?

A. If they only had four days, they would not be held liable for four days.

Q. Answer my question, please?

A. Well, you say they had it four days in their possession.

Q. If they had it four days, you say that is an unreasonable delay?

A. It is.

Q. I ask you if the plan was delayed four days by the department, would that delay building of the boats—four days?

A. That doesn't always follow.

Q. As a matter of fact, you don't know whether the fact that that plan was delayed four days interfered with the work at all?

A. It held work back four days, most assuredly; it stands to reason.

Q. Do you know what work was being done in the yard during the period of May 12th to May 20th?

A. You mean other than these vessels?

Q. On these two vessels?

A. Framing was in course of construction.

Q. Do you know what day you commenced the plating on these vessels?

A. No.

Q. Do you know what day you commenced work on these vessels, where this particular plan was used?

A. No, I cannot remember.

Q. So that you don't know, as a matter of fact, whether it delayed the work at all or not, do you?

A. Well, as that depended on these plans—

Q. You don't know, as a matter of fact, whether it delayed the work at all, do you? Say yes or no.

A. That is not a fair question.

Mr. McDermott—I submit the witness may answer the question in his own way.

Q. (Question read.)

A. I would naturally conclude it would.

Mr. Lindabury—I think, Mr. McDermott, that I am entitled to ask for more than a conclusion. Now, if the witness knows, he can say that he does, and if he doen't know, he can say he doesn't know.

Witness—If it only happened yesterday or a few weeks ago, I could be more explicit in my

answers, but I don't want to say things that I don't know, and vice versa. It is natural, of course, for us to wait for plans, and go to work as soon as they are returned to us approved. That is, of course, our natural way of working. The moment the plan is returned to us approved it is sent into the yard for the workmen to go to work on it.

Q. You have testified that this work was seriously delayed by the failure of the department to approve plans promptly, haven't you?

A. Yes.

Q. What particular plan or particular plans can you enumerate as having so delayed the work?

A. I would not enumerate any particular plan. I should say plans in general, all the way through.

Q. Are you stating that as a fact, or merely as a conclusion?

A. I am stating from the dates that are here before me.

Q. Well, don't those dates that you have before you merely state the time when plans were submitted and the time when they were approved?

A. Yes; but my recollection at that time was, on calling on the Quartermaster's Department I found that plans had been in their office two or three days before they even looked at them. That I know positively.

Q. Isn't it true, Mr. Masters, that a great many of the plans enumerated on that list were never actually required, so far as the work was completed?

A. Not required?

Q. That they were never actually used by the Perth Amboy Shipbuilding Company in carrying out the completion of the work, so far as it was completed?

A. Well, I would have to read them over to see. Yes, I should say a few of them were not required up to the time—

Q. Will you state the plans which were not actually

required so far as the work had progressed, in the completion of the work, so far as it progressed?

A. This requires explanation. Before certain detail is required on a vessel we have to make foundation for it. It may not be required, maybe, for several months hence, but we have to make preliminary arrangements, for instance, we don't require pillars in a vessel until the decks are in, but we have to provide a place—foundation for the foot of that pillar to support the decks. We don't require pumps, but we have to get at the foundation for the pump long before the pump is required to go in there. The same with boiler foundations; the same with engine foundations. That is the work that has to be done months ahead of time, before we require those pieces of machinery to go on to the foundation. So these plans have to be detailed at that time in order to allow us to build the foundations for them.

Q. All the plans are enumerated in that list which you did not actually require in the completion of the vessel, so far as it had been completed, when the work shut down?

A. I would say that we required every one of those plans.

Q. Just read them over, will you?

A. Chain locker—we had to provide chain lockers—structural and bilge keel.

Q. I merely want you to refer to them, and look them over and see if you know anything that is there?

A. Oh, yes, I know.

Q. Then you mean to say there isn't a plan there which was not required for immediate use by the company at the time it was submitted to the department. Is that true?

A. No.

Q. What is the next plan which you submitted there, on the list which you submit?

A. Engine and boiler foundations.

Q. When was that submitted?

A. May 15th.

Q. Now, that plan was necessary before what work could be done?

A. Before the floors could be put in the vessel—what we term floors.

Q. In the—

A. They are the floors which are riveted to the base of the frame, usually built high in order to make a seat for the engine.

Q. What you would ordinarily call timbers in a wooden vessel?

A. Yes, sir; but specially constructed and stronger than the main floor in a vessel.

Q. Now, were the floors constructed and built into these vessels?

A. Yes.

Q. They had been built in, had they?

A. The engine floors.

Q. Are they in the vessel now.

A. I cannot say. They may have been taken out since I have been there.

Q. Do you know whether they were ever put in there?

A. They were being put in when I left.

Q. They were being put in when you left?

A. Yes, sir.

Q. Do you know when that work was taken up; that is, when the building of the floor was commenced?

A. I cannot tell the exact time.

Q. How far was it necessary for the work to progress before you could submit engine and boiler foundation plan?

A. The general arrangement of the machinery, the detail of the propeller, the plan of stern-post and framing.

Q. It was necessary that the work be completed to that extent before you could prepare detail plans?

A. Just general arrangement.

Q. Isn't it true that the engine and boiler foundation

detail plan could have been prepared at the time the details for those particular items were prepared?

A. They were usually prepared together, at the same time.

Q. Can you explain why there was the delay of nearly a month in the preparation of that detail by you?

A. I don't understand how it was delayed a month.

Q. Isn't it true that you prepared and submitted on April 20th the stern tube detail?

A. I don't understand. What do you mean by delay?

Q. You have testified that you could, and it was usual to prepare and submit the detail plan for the engine and boiler foundation at the same time that you submitted the detail plan for the stern tube?

A. I beg pardon, I said propeller.

Q. Well, propeller?

A. That is a different plan altogether.

Q. They were submitted the same day?

A. No, stern tube and propeller are entirely different plans.

Q. Well, you submitted stern tube and propeller on April 20th. They were both submitted the same day?

A. Propeller and stern tube—that is the stern tube plan, submitted on the 20th, and the propeller was submitted on May 16th. The propeller on that plan is not of much significance on the stern tube plan. There is no detail to it, but the stern tube is a detail drawing.

Q. And isn't it true that you submitted the detail for the engine and boiler foundation at the same time you submitted the detail for the stern tube and propeller?

A. It might have been done.

Q. No reason why it should not have been?

A. No, sir.

Q. That is, it wasn't necessary that the work should advance any further than it had advanced to let you make that detail, was it?

A. These plans were all to be submitted, one in conjunction with the other; one bears part of the other.

Q. The question is, could you have submitted the detail plan before May 15th?

A. I cannot say as we could.

Q. There was nothing about the condition of the work which prevented it being submitted before?

A. No.

Q. Isn't it true that you could have submitted it on April 20th, at the time you submitted plans for the propeller and stern tube that you had at the time to prepare the detail?

A. That plan bears no relation to the engine boiler foundations.

Q. I understand that, but isn't it true that you could have prepared that engine and boiler foundation a month before you did, that is, the engine and boiler foundation plan, a month before you did?

A. No, sir.

Q. Why not?

A. Because the general arrangement of the machinery has to be drawn out and approved before the engine foundation can be commenced.

Q. So that there was a general plan of machinery which had been submitted before?

A. Before May 15th?

Q. Yes.

A. Yes.

Q. And had been approved, is that true?

A. Well, I cannot say it was approved, if not approved we had verbal authority to go on with the engine and boiler foundation.

Q. Do you know when the general arrangement for engines was submitted, if that is the plan that you refer to?

A. I don't know the date.

Q. What was the next detail that you furnished?

A. Plan of up-takes.

Q. Submitted when?

A. May 8th.

Q. What was the character of that plan?

A. The up-takes convey the smoke from the boilers to the stack.

Q. Has the up-takes plan been approved, do you know?

A. According to this it was approved May 20th.

Q. And were those up-takes ever built?

A. No.

Q. Had the work ever advanced far enough so that it could be built?

A. The work had not actually began on the up-takes themselves.

Q. Had the work advanced to such a degree that they could have been started?

A. Yes, sir.

Q. But they had not been started?

A. To my knowledge they had not.

Q. So that it made no difference so far as expediting the work is concerned if that plan was delayed from May 8th to May 20th?

A. It made a great difference.

Q. In what respect will you state?

A. Because there was another plan depending on this such as the coal bunker bulkhead. The location of the boilers were changed, I think it was moved further aft, if I remember rightly, consequently the up-take would have to go with the boiler. So in between that time—the time of first submitting that plan, the alteration was made, and at the request of the department we found that the vessel was not going to trim properly so that the boilers had to be moved in order to give that desired trim, and also to give a larger fire room for firing the boilers, so that between that time, May 8th and May 20th, that change took place—I think those are the dates.

Q. Then you mean to say that it was necessary to have the up-take approved before you could submit the detail plan for a coal bunker, bulkhead, is that the idea?

A. Yes, sir.

Q. Isn't it true that you submitted a plan for the coal bunker bulkheads on April 21st?

A. Coal bunker bulkheads?

Q. Yes.

A. April 21st.

Q. So that as a matter of fact it wasn't necessary that those plans be approved before you could submit the coal bunker bulkheads?

A. Well, it was after that time, April 21st, that they decided to make the change, so that plan was held somewhat in abeyance. I don't know whether it was the fault of the Quartermaster's Department, because it was a change that was necessary, and we both agreed to make the change irrespective of what time it took.

Q. So that any delay in the coal bunker bulkheads and the up-take was not due to any dereliction on the part of the Quartermaster's Department?

A. If it was their design then of course they are responsible; they assumed the responsibility.

Q. I don't understand what you mean by that.

A. Well, when a ship is designed, of course, the distribution of weights are fixed. This ship was designed, consequently the distribution of weights were fixed. It was afterwards found that there was a mistake, and to remedy that mistake it was agreed to alter the position of the coal bunker bulkhead, and so move the boiler just so much to allow for that, to bring that correct.

Q. Now, what was the next plan that you submitted?

A. Boilers were submitted May 8th, originally submitted March 5th—no, that is before my time. May the 8th I have here.

Q. Yes.

A. And approved May 20th.

Q. And would you say that was an unreasonable delay?

A. Not for that plan, no.

Q. What was the next?

A. The displacement scale submitted May 21st.

Q. What was the purpose of that plan?

A. Displacement scale is a groove mathematically constructed and grooved, giving the displacement of the vessel.

Q. Is not that a plan which is necessary to be constructed or prepared before the vessel can be started?

A. Yes, sir.

Q. How do you account for the fact that it was not submitted until May 21st?

A. Well, I presume it was before my time. I think they made so many modifications to the lines of the vessel. I think this was the final plan which was submitted May 21st.

Q. What do you mean by modification of the lines of the vessel?

A. Modification of the shape of the vesel.

Q. Do you mean to say that after this vessel had been outlined or the plan laid down, if I use the right expression, that you could change the shape of it?

A. No, not after it was started.

Q. Do you mean to say that on May 21st that vessel was not so far advanced that it could not be changed in the shape?

A. Could not be; no.

Q. Then, as a matter of fact, the profile plan—

A. Displacement scale.

Q. Was absolutely too late?

A. That hadn't any bearing on the construction of the vessel no more than taking our time up in the drawing office and keeping back with other work. It was a plan that had to be done.

Q. It should have been done a long time before. Is not that true?

A. Not necessarily. It was simply as a record that plan was made.

Q. If the plan is necessary, is it not necessary to start the work?

A. This is not the construction plan.

Q. Isn't it true that you might say that is the primary stage that you have to meet before you can start the vessel?

A. Yes.

Q. At the same time there were plans of what is called the lines and the profile submitted. Is not that true?

A. Yes, that is all embodied in one drawing.

Q. And what you have testified to is true as to all three of those details, that they are preliminary drawings?

A. Yes, sir.

Q. And are necessary in the laying out of the vessel?

A. Exactly.

Q. Primarily?

A. Design of the vessel.

Q. What was the next?

A. Proposed modification to main deck beams submitted May 25th.

Q. Now, what was the nature of that drawing?

A. I think the hinge on that alteration was the bulkhead which we were speaking about, coal bunker bulkhead.

Q. And do you know whether there was any delay on the part of the department?

A. I don't know. There is no date here.

Q. What is the next detail that you prepared and forwarded to the Department?

A. Midship house plating.

Q. What is the nature of that?

A. Plan showing the arrangement of plates which constitute the house.

Q. On the deck?

A. Deck house.

Q. Was there any delay in the plan?

A. These dates are omitted on the side. I cannot tell you.

Q. Had the work advanced, or did the work ever ad-

vance to such a state that the delay of approval could have affected the work?

A. Yes.

Q. Will you state why?

A. The deck bars or deck plating had to be punched in order to receive the bars for the deck house. That all has to be done beforehand; beams punched.

Q. The deck house plating is in the nature of weather boards on a house?

A. Just walls.

Q. Goes on the outside of a beam?

A. Exactly; the walls of a house.

Q. And the delay in furnishing that would not delay the construction of the vesel so far as it was completed, would it?

A. In so far as the deck was concerned, yes.

Q. How so?

A. As I have just stated, the deck plating had to be punched before it could be put on the ship, before the house could be constructed on the deck, the deck had to be prepared. As a matter of fact, you might say the foundation of the house had to be arranged for on the deck.

Q. Would you say that the midship house plating had anything to do with the foundation, the framing of it?

A. Foundation of the house, certainly.

Q. How so?

A. The plating has to be arranged to suit the deck bars

Q. To suit the deck bars after they are in position?

A. Before they are in position. The deck bars have to be off-set at the machinery down in the shop before they can be taken on the ship, the plating arranged for, and the shape of the house determined before it can be put on the vessel.

Q. Where is the plan for the frame-work?

A. It is all on this same plan.

Q. So that it covers more than merely the framing?

A. Yes, the framing and bracketing, and a good deal of detail.

Q. What was the next plan that you submitted?

A. Fresh water tanks submitted May 26th.

Q. What is the nature of that detail.

A. Plan of detail for the fresh water tanks.

Q. Where are they located?

A. Located forward, in this case. I would not be positive about the location of those tanks.

Q. Are these tanks formed right into the vessel?

A. Yes.

Q. Become part of the vessel?

A. Yes.

Q. Couldn't you have completed those details prior to May 26th and submitted them?

A. Could have, but we did not find it necessary to do so, as the ship was all open.

Q. Couldn't you have submitted detail for the mid-ship house plating prior to May 27th?

A. Not very well, no.

Q. Why?

A. Because we had other plans that were necessary before that.

Q. What other plans were necessary before that?

A. Keel plan, framing plan, plating plan, beam plan.

Q. When were those plans approved and in your office, if you will just enumerate it?

A. I don't see the keel plan down here.

Q. Is not the second item Ryder Plate, vertical and flat keel?

A. Oh, yes; I beg your pardon. That is in February. That is not shown here.

Q. What was the next plan that you submitted?

A. I might say that the majority of these plans were submitted before I actually went there, and they were held up long after. I cannot say that I submitted them, I am only giving you these plans that I submitted.

Q. Will you enumerate a plan or plans which were

submitted prior to the time when you went there, which were held up, as you express it, and thereby delayed the work?

A. Plan of the boilers and up-takes were submitted some time in March. The Department replied by letter on March 14th stating that the boilers had been approved with slight modifications by the American Bureau of Shipping. On May 8th seven prints were sent for approval, boilers and up-takes, and they were approved by letter on May 20th. Time occupied from the date of the first admission to final approval was two and a half months.

Q. Would you say that delay was due to the Quartermaster's Department?

A. In getting the detail of the facts—

Q. You have stated it.

A. Well, I am just giving you this here.

Q. I understand that to be a statement which you have offered, is not that true?

Mr. McDermott—Yes, the statement is in evidence.

Q. If that statement is true would you say that the Department had been guilty of delay?

A. Well, yes, I should.

Q. Will you state in what that delay existed?

A. Well, as I said, the plans were sent on May 8th and approved on May 20th.

Q. Yes.

A. After being told that they were approved and satisfactory.

Q. Well, after you had been told that these plans were satisfactory and would not interfere with the ordering of the boilers, would you say that the fact that the plans were not approved within twelve days made any difference in the delay of the work?

A. Made that difference of twelve days.

Q. Why did it make that difference?

A. Because we are not allowed to commence work unless the plans were signed and approved by signature.

Q. Did not they signify to you that you might order those boilers?

A. That doesn't make any difference, we would not commence the work, no ship builder would.

Q. That being true why did you delay from March 14th to May 8th before you submitted blue prints?

A. They requested—that is before my time, I cannot answer that.

Q. So that if there is any delay there you would say that the company has been guilty, wouldn't you?

A. Any delay?

Q. Yes.

A. Well, I cannot say.

Q. It is true they couldn't approve blue prints until they got them?

A. As I take it, these things had been approved, but they were simply waiting for our office blue prints, I didn't take up that boiler question.

Q. You say there that on March 14th they returned a blue print which was approved for the purpose of their ordering their boilers at the same time the company was notified?

A. March 14th?

Q. March 14th. To send six additional blue prints at once, when approval copy will be returned, is not that true, is not that what you have stated?

A. Yes.

Q. Now, there was a delay—those six blue prints were not sent until May 8th?

A. May 8th, seven blue prints sent for approval.

Q. Wouldn't you say that the company was at fault there to delay the work themselves for almost two months?

A. I couldn't say positively.

Q. You are not so positive when it comes to the company's delay, are you?

A. I don't know the details of the delay, this is very

vague here, I don't know. Prior to April 1st I would not vouch for anything.

Q. Well, if the company failed to furnish blue prints which were necessary to secure on approval, and they delayed nearly two months in sending those blue prints wouldn't you say the company was guilty of delay?

A. Yes.

Q. Now, what other plans were essential which delayed the work by reason of the fault of the Department?

A. General arrangement of the machinery was submitted on February 25th.

Q. What do you mean by the general arrangement of the machinery?

A. You might call it a picture sketch of the machinery.

Q. That was submitted when?

A. February 25th.

Q. What did you call that plan?

A. It is known as the general arrangement of machinery.

Q. General plan of compound engine?

A. That might answer the same purpose, I don't know whether that was the title of it or not, engines or machinery, it is the same thing.

Q. On February 25th you say that was submitted, according to your information?

A. According to this, yes, February 25th.

Q. Now, how long did it take to obtain the approval of that plan?

A. It was disapproved March 6th.

Q. Would you say that that was an unreasonable time to consume in going over that drawing?

A. Well, that is not very unreasonable, no.

Q. When was it next submitted after it had been returned by the Department for correction?

A. I have no record of it here.

Q. Is it not true that you did not submit those blue prints corrected until the tenth day of April?

A. I don't know.

Q. (Counsel hands witness a paper).

A. That is not the plan I have reference to. This is the general arrangement or you might say picture drawing of the whole assembling all those parts.

Q. So that it was returned March 6th disapproved, and you don't know that it was ever re-submitted?

A. Well, I don't know the date.

Q. It was re-submitted?

A. I presume it was before my time, I cannot say.

Q. Was it ever approved, the plan that you refer to?

A. It must have been approved, or else we would not have gone on with the details.

Q. You don't know?

A. I don't.

Q. What else was there in the shape of detail drawings which were delayed, and which thereby delayed the work?

A. Bed-plate and condenser, April 10th.

Q. When was that bed-plate and condenser submitted?

A. April 10th.

Q. That was the first time it was submitted?

A. I think so, yes.

Q. You don't know. And was that bed-plate and condenser approved?

A. Yes.

Q. Was it returned to the company for correction, do you know?

A. I have no record of it here.

Q. (Counsel hands witness paper) What is that?

A. That is the plan.

Q. It was returned for correction, was it? When?

A. According to this, April 15th. Submitted the tenth and returned the 15th.

Q. When was the corrected blue print submitted to the department?

A. I cannot tell you.

Q. (Counsel hands witness another paper).

A. May 1st.

Q. How do you account for the delay of fifteen days?

A. Preparing the changes, I take it.

Q. And when was that plan finally approved?

A. May 9th.

Q. Would you say that was an unreasonable time?

A. I think eight days was too long for that plan.

Q. But you don't think fifteen days is too long to make a correct blue print?

A. No, I do not.

Q. And yet you think nine days or eight days is too long for the Quartermaster's Department to check up the blue prints and then submit it to the American Bureau of Shipping, and have that concern check up the blue print, return it to the Quartermaster's Department, and then forward it to the Perth Amboy Company. Is that what you mean to say?

A. On this particular plan?

Q. Yes, we are talking about this plan now.

A. As there were no modifications made at that time in that, I think it was too long.

Q. When these blue prints are corrected by the Department, the corrections are set forth on the blue print returned to you. Is not that true?

A. Yes, sir.

Q. And it is only a matter of tracing?

A. No, sir.

Q. What do you have to do?

A. Maybe erase half the plan, and the dimension is changed, for to erase that and draw it over a scale again to its proper dimensions, which very often consumes a great deal of time.

Q. You think two weeks or fifteen days was not too long in doing that?

A. Well, I couldn't say off-hand until I knew just how much alteration there was to it.

Q. But you do mean to say that work which it took two weeks to do, it was unreasonable to require eight

days for two people—two different people—to check that work up?

A. Most assuredly, far too long; I do, indeed.

Q. Now, will you state what next was delayed?

A. I could make a drawing which would take four weeks to do that anybody could check over in two hours, and a ship drawing is entirely different from anything else.

Q. Is that true of a stranger who takes hold of it?

A. A stranger would not understand it, of course.

Q. Isn't it true that when a plan is submitted to the Department that they have to take it and go over it as carefully as if they were doing the work themselves?

A. It don't take as long to check it up as it does to make it.

Q. (Question repeated.)

A. But they don't go over it as carefully as the draftsman does.

Q. Isn't it necessary they should?

A. Not altogether.

Q. Isn't it necessary in checking up a drawing to check it up thoroughly?

A. Thoroughly, but not—

Q. Is it not necessary to check up and verify every dimension?

A. Properly speaking, yes, sir.

Q. In fact, they go over the plan and study it just as carefully as though they were making the plan. Is not that true?

A. Sometimes.

Q. Isn't it true. Should not they do so?

A. They should. Whether they do or not is another thing.

Q. You don't know whether they do or not?

A. I know they don't.

Q. Well, as a matter of fact, you are testifying that these people consumed too much time, when you don't know what they did?

A. All I say is that they consumed too much time.

Q. You don't know how much time they spent on those plans, do you?

A. I don't; no more than the nine days you speak of.

Q. You don't know but what they spent the whole nine days on it, do you?

A. No, sir; I do not.

Q. What was the next plan which was delayed in approving, as you state?

A. The next are the details of the machinery, cylinder, connecting piston rods, air pump and piston.

Q. Yes.

A. March 20th, they were submitted, I think.

Q. How much time was consumed?

A. Submitted March 20th and approved April 20th.

Q. Was that too much time?

A. It is a calender month.

Q. I understand you to say that is too much time. Is that right?

A. Too much time, yes.

Q. Isn't it true that those details were returned to you on the 23d for correction?

A. I don't know.

Q. Then you don't know the circumstances surrounding the submission of those details, do you?

A. Not now.

Q. Then you really don't know whether too much time was consumed, do you?

A. Well, from my experience in submitting such plans, it is a sort of a long time.

Q. If those plans had been returned to the company two or three times for correction would that verify it?

A. Yes, sir.

Q. You don't know that they weren't?

A. No, sir.

Q. You don't know whether too much time was consumed, under the circumstances of the case, do you?

A. I only assume there was too much time spent.

Q. Well, we don't want your assumption, but want you to testify to what you know, which you have pretended to do. You don't know whether too much time was consumed under the circumstances of the case, do you?

A. Too much time was spent on those plans. They were first submitted March 20th and approved April 20th.

Q. If those plans were submitted on March 20th and returned for correction on March 23d, would you say that was consuming too much time on that particular part?

A. No.

Q. If those plans were again submitted on the 10th of March?

A. I haven't that date, March 20th.

Q. If they were again submitted on March 10th, and submitted by the Department to the American Bureau of Shipping, and returned to you on the 20th, would you say that too much time had been consumed?

A. Yes, sir.

Q. If during the period from the 10th of March to the 20th of March the Department only had those plans two days, would you say that they had consumed too much time?

A. No.

Q. What is the next plan for which we were guilty of delay, as you charge?

A. You might take the valve gear, May 1st, and approved May 28th.

Q. Yes.

A. A lapse of twenty-eight days.

Q. Now do you know whether that plan was returned to the company for correction?

A. I cannot say.

Q. If it was returned the 4th of May for correction and was not submitted as corrected until the 13th of May would you say that that was an unreasonable delay on your part?

A. For the same reason as I said before, it takes longer to make alterations than it does to approve one.

Q. If that plan were re-submitted to the Department corrected, on the 13th day of May, and the Department submitted it to the American Bureau of Shipping for its approval, which approval was obtained and the plan returned to your company on the 28th, during which period the Department had the possession of that plan for three days, would you say that was an unreasonable delay on the part of the Department in performing its duties with reference to the plans?

A. Not three days, no.

Q. What is the next?

A. The plan of the piston submitted March 20th.

Q. Will you refer to your letter there of April 10th; is that the same plan that you refer to as submitted on April 10th?

A. I have that here, submitted March 20th.

Q. Did you submit a corrected plan on April 10th?

A. That is prior to my time, I cannot tell.

Q. Weren't you in the employment on April 1st?

A. This was submitted March 20th.

Q. How about April 10th, that is what I am asking you about?

A. I did not submit it, no.

Q. You don't know anything about it?

A. No.

Q. If a plan for the pistons had been submitted on April 10th and approved April 20th, during which time the piston plan was submitted to the American Bureau of Shipping and its approval obtained, and during which time this plan was in the possession of the Department for the period of three days, would you say that was an unreasonable delay?

A. No.

Q. What other plan do you charge us with having delayed the approval of?

A. The Government is responsible to us for the time

consumed by the American Bureau of Shipping—for their time and the time consumed by the American Bureau of Shipping.

Mr. Lindabury—I object to this on the ground that it is not responsive, that it is incompetent and immaterial, and ask that it be stricken out.

Q. (Question repeated).

A. Nothing else.

Q. There is no other plan?

A. There are other plans unless this is an incomplete list; I don't know of anything else we have.

Q. Then so far as the plans are concerned there are no other plans than those you have testified, where you could say there was unreasonabe delay on the part of the Quartermaster's Department, is that true?

A. I will say there are no other plans before me, I am depending on this list entirely.

Q. What is the paper that you are referring to?

A. *Exhibit 2* for respondent.

Q. You have stated that you made complaints on account of these delays, have you not?

A. **Yes, sir.**

Q. To whom did you make those complainants?

A. To Mr. Scott.

Q. In what form were those complaints made?

A. Mostly verbal; orally.

Q. You never made a written complaint?

A. No, not to my knowledge.

Q. Concerning the equipment of that yard down there, would you say that that was a well equipped yard?

A. I would say it was a fairly well equipped yard, yes.

Q. What do you mean by that?

A. Well, there are yards better equipped than that one.

Q. Did you ever see a yard that was more poorly equipped than that one?

A. Yes, sir.

Q. That pretended to build steel vessels?

A. Yes.

Q. How many?

A. Hundreds of them.

Q. Did they all construct steel vessels?

A. Yes, sir.

Q. They were all more fully equipped than that yard of the Perth Amboy Yard?

A. Larger yards, larger machinery and more machinery.

Q. That doesn't answer my question.

A. In all no, not all.

Q. With the equipment which the Perth Amboy Ship Building Company had how long would it take them to complete two vessels of the description that were contracted for by the Government, known as Nos. 5 and 6?

A. From five to six months.

Q. And what force of men would be required to complete them within that time?

A. Two hundred and fifty men, or three hundred.

Q. How many men did they have working there?

A. I cannot say definitely.

Q. Haven't you stated in your testimony that you knew how many there were?

A. I said about.

Q. How many about did they have working there?

A. I think between a hundred and fifty and two hundred, in the neighborhood of that.

Q. Altogether?

A. In the yard, yes.

Q. How many vessels did you have under construction?

A. Three.

Q. So that those hundred and fifty to two hundred men did not work entirely on these two vessels?

A. Not entirely.

Q. Then you would say that these two vessels could not have been completed in that yard with the equipment which it had in those months, with the force they had working there?

A. Not with that force, we increased the force as it demanded.

Q. Didn't you state that you used as large a force as you could advantageously use?

A. At that time.

Q. You said that the work which had been done was worth $40,000, didn't you?

A. I should think about that, yes.

Q. On what do you base those figures?

A. On the percentage of the work done.

Q. Do you know what the material cost?

A. I don't know the figures now, no.

Q. You don't know about the material?

A. That was my assumption at that time.

Q. Do you know what the amount of pay-rolls were on this particular work?

A. Not definitely now.

Q. So you really don't know what the vessels cost at all?

A. I appraised them, I could give my appraisal of them.

Q. Do you know what a vessel of that description is worth completed?

A. Yes.

Q. What?

A. $85,000.

Q. A piece?

A. Yes.

Q. You would not say then that a contract to build two vessels of that description at a cost of $153,000 was an unreasonable price, would you?

A. Do you mean for two?

Q. For two?

A. $153,000?

Q. Yes.

A. It is not an unreasonable price.

Q. You would say it was a very fair price, would you?

A. It was a low price.

Q. Do you know whether any rust had collected between the keel and the plate and beams, or whatever you call them, where they come together?

A. Not to my knowledge.

Q. Have you examined it to see whether any rust had collected there?

A. Had I, did you say?

Q. At the time the work was stopped did you examine it to see whether any rusty condition existed there?

A. No, not particularly.

Q. So you don't know whether it was rusty in there or not?

A. Not definitely, no.

Q. That is all.

Re-direct examination.

Q. Mr. Masters, you spoke of your experience this morning in ship building, beginning with your work in the yards at New Castle on Tyne?

A. Yes.

Q. In that yard was part of your duty to make estimates?

A. Yes; estimates.

Q. And prepare plans?

A. Yes.

Q. And in these other yards in which you subsequently were engaged was it also part of your duty to prepare plans and estimates?

A. Yes.

Q. And make drawings?

A. Yes, sir.

Q. And work of that character?

A. Yes.

Q. What do you describe your profession as being?

A. Iron and steel ship builder.

Q. And your experience has extended over how many years?

A. From 1884 to the present date.

Q. How many vessels have you had under your supervision in the course of construction?

A. Several hundred; I tried to count them the other day and got lost in the hundreds.

Q. How large a part of them were steel or iron vessels?

A. Every one of those with the exception of a few tug boats were a little wood.

Q. Speaking of the plans which were submitted to the Government, in connection with the building of these boats 5 and 6, when they were returned what was the condition—their condition, when they were returned by the Government, as to the demand for changes and the general condition of the papers?

A. The print was usually returned with the changes indicated in red ink.

Q. Were those changes of reasonable character?

A. Sometimes they were and sometimes they may not have been quite necessary to have made those changes; we usually complied with the Quartermaster's request.

Q. I think you have already said that it required a much longer time to prepare the original plans?

A. Yes, sir.

Q. And make the blue prints?

A. Yes, sir.

Q. Than to check them up and return them; as to the time required after they were returned by the Government for correction, did that require a longer time than the checking up, or not?

A. Oh, yes, very often it depended upon the extent of the changes, of course.

Q. In some instances these changes required what was practically a new plan, did it not?

A. Very often, yes.

Q. You have been asked as to the preparation of estimates and plans for the building of ships, did this require a familiarity on your part with the values of the materials used in the making up of the estimates?

A. I didn't make the estimates.

Q. Not for these vessels you mean?

A. No.

Q. But I mean in the work that you have done as a ship builder?

A. Oh, yes, yes.

Q. And did you become—have you become familiar with the values of materials used in the building of ships?

A. Yes.

Q. And how many years have you been familiar with values of that character?

A. For the last fifteen years I should say.

It is stipulated by counsel that the claimants, the United States of America, shall be allowed to offer in evidence copies of letters written by the Quartermaster's Department at New York City to the Perth Amboy Ship Building and Engineering Company at Perth Amboy, N. J., relating to the construction of the two vessels on which the claimant's claim is based; all letters written by the said Quartermaster's Department to the American Bureau of Shipping and replies thereto by the said American Bureau of Shipping, addressed to the said Quartermaster's Department, relative to the approval of detail plans submitted by the Perth Amboy Company, and endorsements appearing on letters relating to the same, without proof thereof.

Mr. McDermott—Such copies, however, to be subject to all objections to which the originals would be subjected upon being offered.

Sworn to before me (the signature being waived) this 28th day of April, A. D. 1906.

Adjourned until Saturday, May 12th, 1906, at ten o'clock in the forenoon, at the same place.

Taking of depositions, etc., in the above stated matter, pursuant to adjournment, before the subscriber, one of the Masters and Examiners of this Court, in the office of Messrs. McDermott & Enright, Davidson Building, Jersey City, N. J., at 10 o' clock in the forenoon of Saturday, the 12th day of May, 1906, in the presence of Mr. Lindabury, for the United States, and of Mr. Lyon and Mr. McDermott for the defendant.

By consent and agreement of counsel, said depositions being taken by Miss Katherine E. McKenna, in shorthand, who, before the taking of the same, was duly sworn to faithfully, truly and impartially take the testimony in this case and transcribe the same to the best of her skill and ability.

It is also agreed by counsel that the signatures of the witnesses to the depositions be waived.

William A. Fairburn, sworn.

Direct examination, by Mr. McDermott.

Q. Where do you live?

A. New York.

Q. What is your profession?

A. Superintending engineer of the Southern Pacific Company, and the Atlantic steamship lines.

Q. How many years have you been employed by that company?

A. Three.

Q. Have you received a technical education in shipbuilding?

A. Yes; a very thorough one.

Q. And what college or university?

A. Glasgow University, Scotland; complete course; prize graduate.

Q. And prior to your course in Glasgow University had you had any practical experience in shipbuilding?

A. I served four years apprenticeship with the Bath Iron Works, Bath, Maine.

Q. You are an American?

A. Yes, sir.

Q. And after your graduation at Glasgow University did you take up the profession of shipbuilding?

A. Ship design, computing, calculations, estimating.

Q. At what point—what place?

A. Bath, Maine; and also acted as consulting naval architect and engineer.

Q. Did you design and estimate upon any vessels built at Bath, Maine?

A. Yes, several; all classes.

Q. Will you name some?

A. Steam yachts, Peregrine, Illarwarra, Eleanor, Aphrodridte; cargo boats, Winifried. Then there was a large number of passenger ships and smaller crafts that I worked on, and, in addition to that, of course, I worked on a large number of Government vessels—possibly ten.

Q. What are they?

A. A large number of Government vessels, aside from the boats of the merchant marine, which, of course, I merely worked on.

Q. Did you design and estimate upon work upon any other vessels at any other point than that?

A. I did all the estimating for the Bath Iron Works. I was consulting naval architect for Arthur Sewell & Company during the construction of the naval works, running an office outside of the Bath Iron Works.

Q. Did you have charge of the construction of any Government vessels at any other point than Bath?

A. Not Government vessels, no. I worked on the following war vessels at Bath: The Machias and Castine, Katahdin, Newport, Vicksburg, Cleveland, T. A. M. Craven, Dahlgren, Bageley, Bonnie, Biddle, and, in addition to them, a large number of lightships, lighthouse tenders, etc., for the Government.

Q. When did you leave your work at Bath, Maine?

A. Six years ago.

Q. And since then where have you been engaged?

A. I was three years at New London. The first part of the time, for two and a half years of that, naval architect and engineer of the Eastern Shipbuilding Company, in charge of the design of the Minnesota and Dakota, the largest vessels built in this country. The last six months I had charge of the practical construction of the vessels as general superintendent.

Q. The last six months of that work, you mean?

A. Yes, sir; and all the time there I had the title of assistant to the president in all general executive matters.

Q. Since that time where have you been?

A. Superintending engineer of the Southern Pacific Company, my present position, having charge there of all the design construction and maintenance of the fleet.

Q. How many vessels have been built under your supervision since you have been with the Southern Pacific?

A. Three large passenger and cargo steamships being built now, and two powerful tug boats.

Q. In your position with the Southern Pacific Company did you have any connection with the estimating of the cost of vesels?

A. Every day we had to estimate the cost of changes and improvements and repairs; also responsible for detail estimates on the cost of all new work.

Q. And do you have any connection with the estimating of the cost of the vessel when the plans are originally drawn?

A. Yes, we have to estimate in detail the cost of the ship, in order to ask for a certain appropriation from the management of the entire system for the construction of any ship before bids are asked for.

Q. For how many years have you been familiar with estimating upon the cost of vessels, either for the cost of the entire vessel or of the value of the work on the vessel, as it progressed in the building?

A. In 1892 I had my first exprience in estimating

cost of labor, piece work rates, particularly riveting. Then for a year I did practically nothing but take charge of all riveting work, the cost of riveting and the proportion of the work for riveting, and the counting and checking of rivets, testing and the proving and passing of the work. That was while I was engaged in practical work in the yard. Then for the last eight or nine years about eighty per cent. of my work has been design work and estimating.

Q. Is this confined to any particular class of vessels—wood or iron?

A. Steel construction, almost entirely, not more than five per cent. of my experience has been in wood construction.

Q. Do you know the yard of the Perth Amboy Ship Building and Engineering Company?

A. Yes, I have been through the yard many times, probably about a dozen.

Q. How many years have you known it?

A. I first saw the yard about seven years ago when I made a tour of all the yards on the coast, and at that time was looking for a site for the establishing of a new yard.

Q. Did you examine it critically at that time?

A. I examined it very critically, with a view to purchase.

Q. Were you familiar with it in the year 1903?

A. 1903 I went through the yard I think about twice while the tug boats were under construction, and went through the yard many times, probably three or four times between October and December of the same year, after work had been suspended.

Q. Did you observe the work being done upon the two boats for the Government which had been described here as five and six?

A. I didn't pay any attention to the practical work in the yard until work was suspended and the company was in the hands of a Receiver, then I inspected the work

quite critically, having in mind the completion of the boats and converting them into tug boats suitable for mercantile service.

Q. And in that connection did you examine them with care?

A. Very critically, and several times since that date to within a month ago I have seen them, when certain schemes which I have been interested in have indicated that the boats might be used in our own business.

Q. And were these business schemes in view—have you made estimates of the value of hulls as they remained in the yard of this company?

A. Yes, I have.

Q. Have you had an opportunity to observe the equipment of this plant, of the Perth Amboy Ship Building and Engineering Company, and to compare it with other plants building vessels—steel vessels?

A. Yes, originally I went over the equipment quite thoroughly and made a complete inventory, as I said before, with a view to purchase. Since that time I have made a careful study of the plant with a view to complete the tug boats, using the present plant and facilities for the work.

Q. With how many ship yards constructing steel vessels have you been familiar during the past six or seven years?

A. During the past six years I have been associated with the Eastern Ship Building Company, the Fall River Ship Building Company, at Quincey, Massachusetts, William Cramp & Sons, at Philadelphia, Harlan & Hollingsworth, at Wilmington. When I use the word associated, I mean that I have been there very frequently and had occasion to go over their equipment and get familiar with all their facilities and their methods for doing work. In addition to that, of course, we used all the ship yards around New York entirely in our work.

Q. When you say around New York—within what radius?

A. Within ordinary towing distance, I should place that at about ten miles.

Q. In the instances you have mentioned, where you investigated a number of yards along the coast, how far did your investigation extend?

A. From Maine to Virginia.

Q. How long ago was that?

A. That was about seven years ago. That was before we established the yard at New London, which was the outcome of that investigation.

Q. Are you familiar with the equipment—machinery used in the ship yards generally within the purview of your observation, as you give it?

A. At that time I was very familiar inasmuch as I took an inventory as complete as possible of all the yards I visited, for use in the new plant which we were to construct.

Q. In the year 1903, how did the equipment of the ship yards of the Perth Amboy Ship Building Company compare with other ship yards building steel vessels?

A. For that class of construction which is light work they were as well equipped as any yard.

Q. You speak now of that class of construction?

A. Light tug boat construction.

Q. You refer to the two boats which were then under construction?

A. Which you call five and six.

Q. You have already stated that on a number of occasions and recently you have seen these hulls of these two vessels then being built for the Government at the ship yards?

A. I have.

Q. When was your last inspection or observation made?

A. That was about a month ago.

Q. In what condition are those two hulls at this time?

A. The condition is such that if I could use the boats, if the size was suitable, I would not have any hesitation in finishing them and completing them for our own use.

Q. Did you observe any rust on the plates of these two vessels?

A. I did, a normal amount, a sample of which I took off at the time.

Q. A normal amount, you say?

A. Yes, sir; there is the sample (producing same). About as large and thick a piece as I could find on the keel.

Q. What does that sample include?

A. That is principally mill scale, some little paint, or oxide from the paint; that is what we would consider insignificant and absolutely of no detrimental quality.

Q. How thick is that?

A. I should say about one twenty-eighth of an inch.

Mr. Lindabury—I object. Why not put it in evidence?

Mr. McDermott—Well, I shall place the sample in an envelope and ask to have it marked *Exhibit D-1.*

Marked *Exhibit D-1.*

Q. Could it, in your judgment, be readily removed, if desirable to remove it?

A. Very readily, with a wire brush. Practically no scraping would be required to do it.

Q. With what expense?

A. Why, the expense would be very trifling. Two laborers ought to take that off upon the keel, where the only appreciable amount of rust exists, in four days.

Q. Is the amount of rust upon these vessels, in your judgment, at all detrimental?

A. The amount is insignificant.

Q. And in your experience, within your observation, has it been the custom to remove all the rust in instances of this character?

A. There are several methods employed in the construction of a ship. One European method is such that no part of the steel construction is permitted to be painted until the vessel is practically completed. The

vessel is launched without any paint on it. The action of the salt water, the action of the atmosphere and the elements on those parts not exposed to salt water has a beneficial result, removing the scale, so that when paint is put on it will stick. If an ordinary plate received from the steel mill is painted in its raw condition, the paint will not stick.

Q. Did you observe the riveting that had been done on these vessels?

A. I did.

Q. In what condition did you find the riveting?

A. Where the rivets were drawn they seemed to be in first-class condition.

Q. Had the greater part of the riveting been done, or was it yet to be done?

A. No, there was only a comparatively small percentage of the work, that is, completely riveted.

Q. Was there in this yard the equipment for riveting and complete the riveting of these vessels?

A. Most assuredly. Now, if I had a pneumatic plant at the yard, I would never think of using pneumatic tools on rivets of that size, and with plates of that thickness, which is used on those tug boats, because it is utterly impossible to finish up a ship with pneumatic tools, neither can you draw the plates together as you can with hand riveting; and, to go further, will say that the same ships which I am now building, and where I let them use pneumatic tools on inside work, I prohibit the use of pneumatic tools on the shell.

Q. And is the pneumatic riveter universally used on vessels at this time?

A. No, it is coming into favor now as a labor-saving device. It is purely an American invention for labor-saving, and has been used in our own country for about eight years, not as general as now, and the invasion of Europe occurred about two or three years ago. It is now gaining favor on the other side as a labor-saving device, and its great advantage is the fact that it elimin-

ated a very undesirable class of labor, namely, the riveters.

Q. Is it necessary in the construction of vessels?

A. Not at all. Some of the largest ships in the world and the best constructed were built without pneumatic tools of any type.

Q. Is it possible to make the rivet fair?

A. Just as fair without them. The pneumatic reamer is used to fair hulls, as labor-saving. Before we had pneumatic reamers, and, indeed, on all light construction were used hand reamers, which is just as efficient and performs the work, although it takes longer to do it.

Q. From your knowledge of the equipment of this yard, could these vessels have been completed there?

A. Most undoubtedly.

Q. Within a reasonable time?

A. With a proper number of men the boats ought to have been completed very rapidly.

Q. From your knowledge of the two hulls of these vessels in the state to which they had progressed in the summer of 1903, could they have been completed in that yard in a reasonable time?

A. Yes.

Q. From your knowledge of these hulls as they stood at that time, how much time could have been saved by completing the vessels using the work in its then progressed state, over the construction of entirely new vessels in another yard?

Mr. Lindabury—I object, on the ground that it is absolutely immaterial.

A. Three and a half months.

Q. And how much money could have been saved by using those hulls over the construction of new vessels elsewhere?

A. I think the best way to reply to that will be to say that I went over the boats very carefully, having in mind the completion of those boats for mercantile service, and

at that time estimated that all the work performed would save me $39,200 of the entire cost to build two duplicate boats for mercantile service.

Q. Was that with a view of building boats of the same type as these vessels were intended to be?

A. View to complete those boats and compare them in cost with two boats of exactly the same dimensions and type, built according to rules of the American Bureau of Shipping, as tug boats, harbor and deep-sea work.

Q. When did you make this estimate?

A. That was made in November of 1903.

Cross-examination, by Mr. Lindabury.

Q. How old a man are you?

A. Thirty-five.

Q. How old were you when you first went to the Bath Iron Works?

A. About eighteen I think.

Q. And the four years experience as an apprentice you had there and the nature of the work you learned, was what?

A. From that time four years on—

Q. What was the nature of your work, what did you learn, what sort of business?

A. Practical ship construction.

Q. At that time did you have any experience with estimating or construction of steel vessels?

A. As I said before the experience in estimating the first four years referred to the cost of piece work, cost of riveting, etc., and the details of practical ship construction and not the ship as a whole.

Q. And your estimates at that time were of course based on local conditions existing in that yard?

A. Yes, sir.

Q. What was the nature of the course that you took at the Glascow University?

A. Complete course in naval architecture and marine engineering.

Q. And you graduated in what year?

A. I think it was 1897, I am not positive of that.

Q. 1897?

A. I think so.

Q. And after you graduated you went with what?

A. Came back to Bath, working with the Bath Iron Works and working also as consulting engineer and naval architect.

Q. As consulting engineer were you consulted?

A. Yes.

Q. By whom?

A. By the Wooden Ship Builders of Bath, Arthur Sewell & Company, and the various marine interests in that part of the State of Maine.

Q. Will you state in reference to what vessels you were consulted?

A. The ships Eskine, M. Phelpps, Arthur Sewell, Edward Sewell, several Percy schooners, boats for the Maine Coast Navigation Company, for Frank Jones, of Portsmorth, etc.

Q. How many vessels in number?

A. It is impossible to say at this time.

Q. What was the character of the vessels, wooden or steel?

A. Principally steel.

Q. How many of them were steel?

A. About sixty per cent. I guess.

Q. With reference to what were you consulted—with reference to the construction of these vessels?

A. The design, scantlings and general construction.

Q. Did you estimate the cost of them?

A. I did.

Q. Every one of them?

A. No.

Q. How many of them?

A. On the steel ships practically all. On the other work principally details, and all this experience, by the

way, is outside of my Bath Iron Works experience which I was obtaining at that same time.

Q. How much time did you have to act in the consulting capacity outside of your work with the Bath Iron Works?

A. About three hours a day.

Q. What did your duties consist of with the Bath Iron Works during that period?

A. Estimating draftsman, then chief draftsman.

Q. Does that mean that you estimated on the cost of vessels?

A. Made all estimates of cost, also scantling of the ships.

Q. What do you mean by scantling of the ships?

A. Proportion of the thickness of the material.

Q. Did you prepare the cost of the ship on which the bid was based, made by the company?

A. That was my duty.

Q. You alone?

A. Yes.

Q. Was your work revised and gone over by anyone else?

A. Yes, by the manager of the company.

Q. Your superior?

A. Yes, sir.

Q. While you were with the Bath Iron Works did you prepare any bids alone or in all cases were your bids supervised by a superior?

A. In every case the bid was examined and my estimates were for actual construction, the manager adding what he considered a suitable profit to the amount of my estimate, which is, by the way, the custom the world over. The president or the manager of the concern puts in the bid. No subordinate is permitted to make the bid complete.

Q. How long did you remain with the Bath Iron Works in that second employment?

A. Until about 1900, I think it was the end of February, 1900 when I left.

Q. Well, the Bath Iron Works constructed several Government vessels?

A. Yes.

Q. You have testified that the rust which appears on these vessels being constructed by the Perth Amboy Company at the time of its financial difficulties was beneficial as removing mill scale?

A. I have.

Q. Don't you know, as a matter of fact that the Government vessels require a dipping in acid to remove that scale?

A. I know that all vessels built for the United States Navy have their plates pickled.

Q. Isn't it true that all steel vessels constructed for the Government are subjected to a preparation for the purpose of removing that scale?

A. It is not true.

Q. Do you know whether it is true?

A. I know positively that it is not true. It is true as regards the Naval Department, but not true as regards several other departments, for instance the building of light ships and light-house tenders.

Q. With reference to Quartermaster's Department, do you know anything as to the requirements of that?

A. I don't know whether they specify that that shall be pickled or not.

Q. Where it is pickled does that remove the scale?

A. It is supposed to, it all depends on the period of time that the pickeling takes place. I can pickle plates where it would not remove the scale, and I could pickle it where it would.

Q. Well, if you pickled it where it did not remove the scale you would not say it had been pickled, would you, if the purpose was to remove the scale?

A. If you put the plate in the pickling acid I would say it was pickled.

Q. If it was put in the pickling acid for the purpose of removing the scale, would you say it had been pickled?

A. I would, because there are certain things on a ship plate which would not be taken out by pickling process.

Q. Wouldn't it be just as effective as the rusting process which you mentioned?

A. No, sir; the pickling process is condensed to a short period of time, the rusting takes a longer time and is more thorough in its action.

Q. You say then that the period of time during which a ship would rust—would have to rust in the course of its construction, would be sufficient to effectively remove the scale?

A. Together with the stiff application of a wire brush.

Q. When you examined this hull did you examine the keel?

A. I did.

Q. Do you know what the existing condition was with reference to rust at the junction of the keel with the ribs, or the parts that come down and are riveted on to the keel?

A. You mean the flat plate and the keel angles on to the plate?

Q. I mean the conjunction of metals with the keel, where they are riveted together—do you know what the conditions are at that point?

A. I took my knife to find what the condition was and scraped away all the foreign matter that was possible to get at, and made as thorough an examination as was possible.

Q. Was it possible to make an examination sufficiently thorough to discover what the condition was that existed at that point?

A. It was.

Q. Then why do you say that you made as thorough an examination as was possible?

A. For the very reason that in making that examination certain parts of the work were riveted up, other parts were not riveted, some were bolted together, by

slackening up the nut on the boat I could pull the keel bar from the plate and get at that section there in good shape. Other parts, already riveted up, could not be examined, other than for contact between the bars and the plate. When that was closed naturally no deterioration could take place between, therefore by making an examination of the part which was readily accessible it is logical to assume that the entire mass was practically in the same condition.

Q. Could these vessels Nos. 5 and 6—were they in condition to launch?

A. No. One vessel could have been made ready in a few weeks, the second one was quite a little distance from the launching period.

Q. How far from the launching period?

A. For both boats?

Q. Yes, each?

A. The first boat could have been launched in from three to four weeks. The second boat seven weeks.

Q. That is, using the equipment of that yard?

A. Using the present equipment.

Q. How long a time would be required to complete those two vessels from the time assigned in the contracts, using that yard, and the number of men which were used there, which I believe has been stated to be about a hundred and fifty, there being one other vessel in the course of construction at the same time?

A. It would take four months for the first boat, and four and a half months for the second boat.

Q. You would say that that was the usual time that would be required?

A. Yes.

Q. At the Bath Iron Works how long a time did they usually require to construct boats of that kind?

A. Seven months—seven and a half months.

Q. And do you know of any yard where they only require four months to construct boats of that kind?

A. I do not know of any.

Q. How long do you state it would be require to build these two vessels?

A. To complete the two vessels, taking them as they are now, about four months or four and a half.

Q. Do you mean each?

A. One boat four months; the second boat, which is now a little behind the first boat, four and a half.

Q. So that the two vessels could have been completed from the time of the signing of the contract in four and a half months?

A. From the time of the signing of the contract to complete the present hulls?

Q. I mean to complete the two vessels at the time the contract was made?

A. Well, I wasn't talking about that.

Q. Well, I was, and if you will listen to the question, you will answer it properly.

A. The word "complete" is not right. The word used there is "build." The boats are in that present construction now. To complete means to finish them, and that is what I am talking about here—the completion from the present condition, four months for one, and four and a half for the other, but not to build.

Q. How long would it take to build two vessels like Nos. 5 and 6 in the yards at Perth Amboy?

A. I should say seven and a half months.

Q. For the two?

A. I should say that period of time for any yard.

Q. For any yard?

A. Yes, sir.

Q. Wouldn't it take longer at this yard than some of the yards with the more up-to-date equipments?

A. I would just as soon take a contract to build in that yard for any stipulated period of time as I would in any yard that I know of on the coast.

Q. You have mentioned, Mr. Fairburn, that you are acquianted with William Cramp & Son, Fore River Shipyard, and the Harlan & Hollingsworth. Are those up-to-date yards, well equipped?

A. They are. They are constructed about as good as any in the country.

Q. Does their equipment include pneumatic riveters and reamers, and things of that kind?

A. It does.

Q. And they are generally used, are they not?

A. Theyare used very extensively in the Cramp yard on account of labor troubles. The use of pneumatic tools prohibits the use of unskilled labor. Fore River yard and Harlan & Hollingsworth are not used so extensively.

Q. But are used?

A. On account of the shortage of men principally.

Q. And they are generally used, are they not?

A. No, sir; as I said before, used very extensively at Cramps, and not so much at the other two yards.

Q. Isn't it true that you can complete a vessel in less time and at less expense by the use of those tools?

A. That is questionable, and experts disagree on the subject.

Q. It is true, however, that the leading yards in the country use them?

A. As I said before, on account of the difficulty in labor, as I said before.

Q. You don't know that that is the reason?

A. I do.

Q. Have you ever worked with Cramp?

A. I have been associated very closely with Cramp. Written technical papers and discussed technical papers before members of practically all the shipyards in the country, bearing on that same subject; therefore, I know their views on the matter as well as my own.

Q. But it is a fact, nevertheless, that these vessels—in the construction of these vessels—these pneumatic tools are used?

A. They are used, but remember—

Q. And they are used extensively?

A. No, they are not used extensively, and, moreover,

are not used on such light work as these two tug boats. They are used on heavy construction, where it is more difficult to ream by hand and drill by hand.

Q. You say they are not used at all on tug boats of light construction; that is, like the boats at the Perth Amboy yard?

A. Yes. Take the Fore River Shipbuilding. They don't use pneumatic tools on boats of that construction or type.

Q. Do you know whether they have used them on any other vessel of that type?

A. Not to my knowledge, but my knowledge only goes back a couple of years.

Q. Then it goes back to this—that it is a matter of judgment whether a person uses those pneumatic tools or not?

A. Yes, sir.

Q. Some people use them, and some do not.

A. Some people may use them on the light construction, but I cannot say they do. I have never seem them use it on such light construction.

Q. Some people are in favor of those pneumatic tools and some are not?

A. They only apply to heavy construction use.

Q. And some people use pneumatic tools quite exclusively, and some people do not?

A. On heavy construction, yes.

Q. They use it also on lighter construction, don't they?

A. I have never seen a boat built of light construction yet that used pneumatic tools.

Q. You never have?

A. Never have.

Q. You would not say that they are not used?

A. Not at all, because I didn't go all over the world, but have gone through quite a large number of yards.

Q. Will you state to me what yards you are certain do not use pneumatic tools in the construction of vessels of that type?

A. The Fore River Ship Building Company, Bath Iron Works, practically every yard on the Clyde and every yard on the Tyne—

Q. Well, we are speaking of this country.

A. Newport News. I qualify that by saying after Newport News, three years ago, when I saw a boat building at that time down there, since that time I haven't been down.

Q. Any others?

A. No.

Q. Do you know that at those yards they don't use them—how frequently have you visited those yards in the last—say eight years, which I believe is the period within which those pneumatic tools have been used?

A. I was at Bath all the time until six years ago. I visited Bath at intervals until three years ago, haven't been there since. The Fore River Ship Building Company I visit every week.

Q. And Newport News?

A. I already testified that I hadn't been there for three years.

Q. And you haven't been at the Bath Iron Works in three years?

A. No.

Q. So that even in those companies you are not able to state positively that they don't use those pneumatic tools in the construction of those steel vessels of the type which the Perth Amboy Company were constructing for the Government at the time they went into the hands of a Receiver?

A. My testimony refers to the last three years which takes in the two yards. I have already testified that the Fore River Ship Building Company have just completed the boat two or three months ago where they did not use the tools when they had them in the yard.

Q. But you don't know that they did not use the tools on other vessels of the same type?

A. Well, I know that they have quite recently com-

pleted a little passenger boat called the South Shore which is larger than tug boats 5 and 6 on which they did not use pneumatic tools.

Q. You are not able to state that they did not use pneumatic tools in vessels of the same type as 5 and 6—I mean all vessels?

A. Using the word "all" of course not.

Q. You only know of the two instances where they did not use them?

A. The only two that came under my observation, the only two boats they built during that period of time, of that type.

Q. That you know of?

A. That they have built. I am there every week.

Q. About the Newport News Ship yard and the Bath Iron Works, of course you cannot state positively about any of their vessels during the past three years?

A. No, sir.

Q. You have stated that you made an estimate of the two hulls which were in the yard of the Perth Amboy Company, in the possession of the Receiver, and placed a valuation of $39,200 on those two hulls, will you state how you arrived at those figures?

A. From a detailed inspection of the amount of work actually constructed on the stocks—work that had been machined and made ready for erection, that was not erected in the plant.

Q. State what they are, will you please, as you go along?

A. Do you want me to itemize all steel construction?

Q. Yes, I do.

A. The shell plates, the deck plates—

Q. If I might interrupt you again, I would like to know how many shell plates there were and what they would cost?

A. I have no figures here of that at this time.

Q. Well, you knew that you were coming here to testify with reference to this?

A. Not on this point, besides, I don't know that I kept al my itemized figures, indeed I did not, I simply grouped my estimates, recorded the totals and worked on the grand total, which is my business and nobody else's, and under those circumstances it stands to reason I don't carry around a trunk load of papers or itemized estimates.

Q. Did you estimate what it would cost to complete those vessels?

A. I estimated what is would cost to complete them by modifying the design to make them suitable for merchant service and in completion of the boats in accordance with the Government specifications.

Q. In what respect would they be modified if they were completed for merchant service?

A. The deck arrangement would be changed entirely, they would have a central deck with a gang-way on each side. The bitt arrangement would be different, and I contemplated making some change in the arrangement of machinery.

Q. Would the work which had been done require modification or change?

A. The scheme that I had worked out would necessitate practically no modification of any work that was then erected on the stocks.

Q. How much of this cost of $39,200 is credited to the work actually completed in the stocks, not including materials that are milled or lying around the yard on order or under contract to anyone else, simply the work that was completed in the stocks?

A. I should say that about twenty-six or twenty-seven thousand dollars were on the stocks. This is based on judgment now and not on itemized calculations which I made at the time.

Q. Would you say that that estimate was ample?

A. I should say it was close—reasonable.

Q. How much are vessels of the type here under construction by the Perth Amboy Company worth completed, do you know that?

A. Based on the original plans and specifications?

Q. Yes; did you go over that?

A. Yes, I did. I should judge that those boats completed, according to the original plans and specifications would be worth from $75,000 to $80,000 a piece.

Q. What would be the cost of having those vessels put in shape so that they could be launched and towed to another yard for completion?

A. I estimated at the time that it would cost to complete the steel hulls about $17,000.

Q. And in the yard, so that they could be launched?

A. So that they could be launched and steel hulls completed.

Q. And that did not include any allowance that might be necessary to make for the cost of using the yard?

A. Yes; that was the figure which I would contract to do the work for.

Q. Did you take into consideration what it would cost for the privilege of using tools and machinery in the yard?

A. I did, made an estimate after consultation with the Receiver.

Q. And if you had purchased these vessels would you have completed them in the yard?

A. I should.

Q. In every detail?

A. I should.

Q. Did you ever make an offer for those two vessels?

A. I did not.

Q. Why not?

A. I was working first on a scheme to see how much it would cost to complete the vessels and then get a buyer. Later I schemed on having the boats built for use by our own company and would have carried the point through had it not been for the length of the boats, one hundred and thirty feet being prohibitive, after thorough investigation, for our work.

Q. In your figure of $39,200, that it what you esti-

mate it would cost you to complete the vessels to the extent these vessels had been completed, if you had started new vessels elsewhere?

A. Yes, sir; that estimate, by the way, includes the material in the yard for the steel hull.

Q. I don't understand what you mean?

A. The $39,200 includes the plates which were ordered especially to complete, for instance, the shell of the second boat which was purchased for the boat and could only be used for the boat, and which was there charged for the boat. My estimate of $39,200 takes in that material.

Q. And is that all it took in?

A. It took in all the work complete and the material of the steel hull that was ordered and cut especially for those boats.

Q. And did not include any parts of the vessel which had been ordered and was being constructed under sub-contract?

A. Not at all. It included everything though, that was in the plant at that time.

Q. That is all.

Re-direct examination.

Q. How far had these two vessels approached toward completion at the time the work was suspended in the summer of 1900?

Mr. Lindabury—I suppose that means at the time he saw it, after the Receiver had taken charge.

A. I didn't make any detailed estimate at that time, I can reply to that as to my judgment based on the percentages of completion of other boats of a similar type which I am now building. I should say about one-third.

Q. You mean taking the two boats together?

A. The two boats, the entire contract.

Further cross-examination.

Q. You hadn't viewed the vessel with the idea of estimating on its percentage of completion?

A. I had not.

Sworn to before me (the signature being waived) this 12th day of May, 1906, at Jersey City, N. J.

Winfield B. Caswell sworn.

Direct examination, by Mr. McDermott.

Q. Where do you live?

A. New York.

Q. What is your business?

A. Hull inspector for the Southern Pacific Company.

Q. How long have you been hull inspector for that company?

A. Two years.

Q. Have you had any education in ship building or marine engineering?

A. I have.

Q. In what college or university?

A. I graduated from the University of Maine in a mechanical engineering course in the year 1899. Since then I have obtained my knowledge of ship calculations and drawings, etc., from practical experience in the ship yards of this country.

Q. And in what ship yards?

A. I have worked at the Bath Iron Works.

Q. How long?

A. I was at the Bath Iron Works from September until March.

Q. And what is the business of the Bath Iron Works?

A. Ship builders—ship and engine builders.

Q. Of what type, steel or wooden ships?

A. Steel.

Q. After your work there where did you go next?

A. New London, Connecticut.

Q. With what company?

A. Eastern Ship Building Company.

Q. How many years with them?
A. I was there from March until November.
Q. What sort of vessels did they build?
A. They built freight and passenger steamers.
Q. Steel, or what?
A. Steel.
Q. Since that time and after that with what concern?
A. I went from New London to the Neafie & Levy yard at Philadelphia, ship and engine building.
Q. What do they build?
A. They build steel ships.
Q. And after that with what company?
A. After that I went back to New London, Connecticut.
Q. Same concern?
A. Same concern.
Q. And remained how long?
A. I remained there about nine months.
Q. And then where did you go?
A. To Perth Amboy.
Q. With what company?
A. The Perth Amboy Ship Building and Engineering Company.
Q. How long did you remain there?
A. I remained there from November, 1902, until July, 1903.
Q. After that where did you go?
A. To the Fore River Ship and Engine Building Company, Quincey, Massachusetts.
Q. And from there where?
A. To the Southern Pacific Company.
Q. In all these various companies that you have mentioned, did your duties relate to ship building?
A. Ship building alone.
Q. And in what branch—a steel ship building line?
A. Steel ship building.
Q. And with what branch of the ship building business?

A. The hull construction.

Q. The hull construction of steel vessels?

A. Yes, sir.

Q. And were your duties in relation to the supervision of the construction or in relation to the estimating for construction?

A. To the supervision of construction.

Q. Did you, in that connection, deal with the tools and equipments of the yards that you have mentioned?

A. Yes.

Q. Have you outside of that had any opportunity to observe other ship yards in this country or elsewhere?

A. Well, not a careful observation, except in the various ship yards around New York where the Southern Pacific Company has their work.

Q. And that embraces how many ship yards, within a radius of ten or fifteen miles of New York City?

A. Perhaps four.

Q. In the ship yard of the Perth Amboy Company to what did your duties relate?

A. In the drafting room principally.

Q. Did you have any connection with the building of the two vessels, Nos. 5 and 6, for the Quartermaster's Department?

A. I did.

Q. In the year 1903?

A. Yes, sir.

Q. What connection did you have with the construction of these two vessels?

A. I prepared drawings and had charge at one time, in the earlier stages of the construction, of the preliminary drawings and had charge of the preparing of blue prints, and the inspection of the hulls from time to time to notice the quality of work that was being done.

Q. And to what date did you remain there?

A. I remained there until some date early in July, 1903.

Q. Have you since that time seen the hulls of these two vessels?

A. I have.

Q. How recently?

A. May first.

Q. What year?

A. This year.

Q. In the performance of your duties for the Southern Pacific Company, do you have anything to do with the hulls of the vessels of that company and the keels?

A. Under normal conditions I have complete charge, under Mr. Fairburn, of the repairs and the care to be taken of the steel hulls for the Southern Pacific Company.

Q. In the construction of the vessels of that company have you had or do your duties require you to observe the action of rust upon the vessel?

A. Yes, very closely.

Q. What was the character of the equipment of the ship yard of the Perth Amboy Company in the year 1903, as compared with other ship yards, within your observation, building vessels of the same general type as Nos. 5 and 6?

A. Well, as compared with other ship yards that have come under my observation the equipment of the Perth Amboy Ship Building Company would be entirely sufficient to carry on and complete vessels such as the type of Nos. 5 and 6.

Q. Within a reasonable time?

A. Within a reasonable time.

Q. As to the riveting and reaming of holes for rivets, what was its equipment—was the equipment of that yard sufficient for the construction and completion of the vessels of this type within a reasonable time?

A. It was.

Q. What progress had been made on these two vessels at the time you left in July, 1903; state it in percentages, as near as you can give it?

A. I have never made any careful estimate of the percentages—of the stage of completion of these two

boats, but from my observation of other ships of nearly the same type I would say that they were about thirty-three per cent.

Q. Did you, at that time, or in your more recent visits to the yard—this yard—notice anything in the way of rust upon the plates or in the joints of the plates of these vessels?

A. I have noticed some rust on the vessels.

Q. Would that rust be difficult to remove?

A. Decidedly not.

Q. Or expensive to remove?

A. No, sir.

Q. What expense would be incurred in the removing of that, in your judgment?

A. Just removing the rust alone?

Q. Yes, getting that rust out?

A. From the entire hulls or just from the keel?

Q. From the keel?

A. Oh, $20.

Q. In your judgment, taking your most recent observation as a guide, is there sufficient rust upon the plates or in the joints of the plates of these vessels to be any injury to the vessels?

A. No, sir.

Q. Taking these vessels in the condition in which they were in July, 1903, could any time have been saved by completing them in the Perth Amboy yard, with the equipment of that yard, over constructing new vessels in another yard?

A. Certainly.

Q. And in your judgment, how much time could have been thus saved?

A. At least three months.

Q. Taking these two vessels in the condition in which they then were, could any money have been saved by completing them, in that yard, with the equipment of that yard, over the construction of entirely new vessels in another yard, or by other contractors?

A. Certainly.

Q. And how much money could have been saved, in your judgment?

A. On each ship, or on the two?

Q. You may give it in either way, either upon both or upon each. I meant to include both.

A. I should think they would save about one-third of the cost of the boats, or what the boats would cost at fair figures.

Q. Was the riveting and reaming, so far as it had been done on these vessels, done in a proper and workmanlike manner?

A. Yes, sir.

Q. And could it have been continued to the completion of the bodats in the same manner, with the equipment of that yard?

A. It could.

Cross-examination, by Mr. Lindabury.

Q. Did you have anything to do with the preparation of the estimate of the Perth Amboy Company for the construction of these two vessels?

A. No, sir.

Q. You had absolutely nothing to do with it?

A. Absolutely nothing.

Q. Have you ever prepared estimates for boats—on cost of building boats?

A. I have.

Q. For the completion of boats?

A. For the completion of the hull of the boats.

Q. That is all?

A. Yes, sir.

Q. So that further than the completion of the hull you know very little about the cost of the boat or of the preparation of estimates of the cost of the boat?

A. Well, I have never done it, but I know something about it.

Q. Now, what percentage of the cost of a boat is represented by the hull in boats of this type?

A. I don't care to answer that.

Q. When you went over these vessels the first of May or at any other time, did you go over them with the idea of estimating the percentage of work completed?

A. Yes, sir.

Q. And have you consulted with Mr. Fairburn with reference to the amount of work which had been completed—percentage of work which had been completed?

A. No, sir.

Q. You have never talked with him about that?

A. Well, I have talked with him, but not in a percentage way.

Q. Have you talked with him this morning concerning what percentage of the work had been done?

A. No, sir.

Q. Have you ever agreed that one-third of the work was completed, in consulting with Mr. Fairburn?

A. Never have; no, sir.

Q. Is your estimate of one-third of the work completed based on Mr. Fairburn's evidence that you heard this morning, that one-third had been completed?

A. No, sir; my estimate is not based on any figures, but merely from observation of the state of the hulls.

Q. And your estimate is speculative, to say the least?

A. It is mere speculation; yes, sir.

Q. Would you say that the equipment of the Perth Amboy yard was as good as any other yard in the eastern coast?

A. No, sir.

Q. You would not?

A. No, sir.

Q. Would you say that it was as well equipped and as well built to perform work of the character which they were performing, as any other yard on the eastern coast?

A. Do you mean whether it was equipped?

Q. As well equipped?

A. Such as it would perform the work as well?

Q. I mean was it as well equipped for performing this work as any other yard on the eastern coast that you are acquainted with?

A. For this work—

Q. I say work of this character?

A. Yes, sir.

Q. Other yards that do perform work of this character are more thoroughly equipped and better equipped than this yard, are they not?

A. Yes, sir.

Q. And you would say that those yards were able to complete these vessels at a less cost and in shorter time than this yard, wouldn't you?

A. Not a much shorter time, perhaps less cost.

Q. If you had your choice of yards for the purpose of constructing these two vessels, would you have selected the Perth Amboy yard?

Objected to as immaterial and irrelevant.

A. Irrespective of price, facilities, etc.?

Q. (Question repeated).

A. If it would depend on the inducements?

Q. I don't know what you mean by inducements?

A. I mean from the freedom that I might have from labor troubles at that place and the facilities I might have for getting my material there at that place and the condition of the yard and the equipment—do you want me to take that all in?

Q. Yes, all of that; that is the idea.

A. I would take the Perth Amboy yard as soon as I would any other for this type of work.

Q. Would you take it in preference to any other?

A. I would take it in preference to some.

Q. You would not take it in preference to all?

A. No.

Q. Now, just considering the equipment, would you select the Perth Amboy in preference to any other yard?

Objected to.

A. I would select it as soon as I would any other yard.

Q. Would you select it as soon as you would the yard of William Cramp at Philadelphia?

A. Yes, sir.

Q. As soon as the Fore River Shipyard?

A. For this type of work.

Q. As soon as you would the William Morris Company—you worked up there, didn't you?

A. No, I never worked up there.

Q. The Bath Iron Works?

A. Yes.

Q. Would you say that the Perth Amboy yard was a well equipped yard—considering the general construction of boats, would you say it was a well equipped yard?

A. Yes.

Q. You would?

A. Yes.

Q. Would you say that a yard that has pneumatic reamers and riveters, and what I might call automatic appliances, were then using tools which were not necessary or desirable?

A. No.

Q. Is it true, Mr. Caswell, that the use of pneumatic tools is largely a matter of choice?

A. Yes, sir.

Q. It is largely a matter of choice?

A. Yes, sir.

Q. Some people use them and prefer them, and some don't?

A. Yes, sir.

Q. And the people that do use these pneumatic tools are people who are high in the profession, are they not?

A. Yes.

Re-direct examination.

Q. Mr. Caswell, you spoke of having some connection with the drafting department of the Perth Amboy Company, did you have any charge of the making of plans and sending them to the Government officials?

A. Not sole charge.

Q. Who had charge of that?

A. Mr. Schoffield and Mr. Masters.

Q. Have you any memorandum of the times when the plans were sent to the Government officials and when they were returned?

A. I have no such memorandum; no, sir.

Q. Have you taken any prains to find out?

A. No, I have not.

Q. Since you left the company in July?

A. No, sir.

Q. Does it require more time to draw a plan than to examine, inspect and approve it?

A. Much more.

Q. What proportion would you say?

A. Why, a plan can be carefuly examined and approved in half a day, that it will take three weeks to draw.

Re-cross-examination.

Q. Isn't it true, Mr. Caswell, that in inspecting a plan, if a man has not had anything to do with the preparation of the plans that he has to go over it as carefully as though he were preparing the plan originally?

A. No, sir.

Q. Why not?

A. When a man is preparing a plan originally he has to consult all of the plans or dimensions, and those dimensions have to be included in the plan, so that the plan can be scaled and the material ordered, and he has to work up and rub out the plan perhaps a number of times as different stages of construction come along. As he works out his plan and puts things together he will find perhaps that by comparing with other plans that a certain part has been omitted, and when he comes to put that part down again it may take some change in his construction. When a man approves a plan he looks at the principal sizes and the type of construction, and the

dimensions he don't need to bother with, the over-head dimensions; that is, there is no need of his taking up two, three and five and six feet and getting the total, and see if it is checked. That is up to the shipbuilder. He has to build the ship so that the windows will be a certain size, and the doors.

Q. If a man approves a plan, doesn't he approve it in every particular?

A. No, sir.

Q. If a man inspected a plan and went over all of those details, checking up all of the measurements, and satisfied himself by personal inspection that the dimensions and details were all correct as to measurements, etc., then it would be somewhat of a greater job than you have testified to?

A. Yes, sir.

Q. And it would take considerably longer, would it not?

A. Yes, sir.

Q. As a matter of fact, do you know whether in this case the officers in charge went over those details in that way?

A. They did not.

Q. Do you know of your own knowledge that they didn't?

A. I do know of my own knowledge.

Q. How do you know it?

A. I will give one illustration. There was a plan of a deck of these ships that went to the Quartermaster for examination and approval, and on this plan of the deck was an angle shown which connected the house combing to the deck, and the size of the angle was marked on this plan. The plan came back approved. The size of this angle had to be shown on the house plating plan to which adjoins the deck, and was shown the same as it was on modern deck plan. The angle was ordered from the modern deck plan, and when the house plan came back the size of the angle was changed.

Q. When the what came back?

A. When the plan of the house came back the size of the angle was changed. They approved the angle on one plan and rejected it on the other.

Q. And that is the only ground that you have on which to make that statement?

A. That is the only one that I can absolutely remember all the details of.

Q. Then you don't know whether they did actually check them up carefully, do you?

A. They could not.

Q. You don't know?

A. I know they could not.

Q. That might have been a mistake?

A. Well, they could not.

Q. It might have been a mistake?

A. That could have been a mistake.

Q. Didn't you make mistakes in those plans?

A. Certainly.

Q. And they were correct?

A. Certainly.

Q. This might have been a mistake on the part of the officer?

A. Yes, sir.

Q. Yet it doesn't indicate that he doesn't go over the plan carefully?

A. That doesn't indicate it, but he cannot check all measurements of the plans at his office here in New York.

Q. Will you state why?

A. When a plate is shown on a plan, measurements are taken from the yard to determine the size of that plate, and the size of that plate cannot be perfectly checked unless one goes to the yard and takes the same measurements. That part of it is usually left to the shipbuilder.

Q. You don't evidently get my question. In preparing drawings for a ship, the different details which are

prepared absolutely fit together, or are supposed to. Is not that true?

A. Yes, sir.

Q. And it is possible to check up these different details so as to tell whether the measurements as shown on the plan will agree and fit together with other measurements given on other plans to be used in the construction of the same boat. Is not that true?

A. At the yard, yes.

Q. Isn't that true as to the plans?

A. It is true as to the plans, yes. If you—

Q. Isn't it true that you have to prepare plans which show the exact measurements before you go ahead and build your boat?

A. No, sir.

Q. Isn't it true you do so?

A. We do in many cases.

Q. Isn't it true that you do in all cases?

A. No, sir.

Q. Are not the detail plans which were furnished to the Department scale drawings?

A. Yes, sir.

Q. And scale drawing is a drawing which shows the exact dimensions?

A. Supposed to.

Q. They didn't?

A. I say it is supposed to.

Q. But they did not?

A. Not all dimensions

Q. Then you would say that if it showed a dimension other than that which would be used that the drawing was not correct, wouldn't you?

A. Yes.

Q. And you furnished drawings which did not show the correct dimensions, did you?

A. Not intentionally, no, sir.

Q. The drawings which were furnished to the Department, if they were correct the measurements could be checked up, could they not?

A. Not all dimensions.

Q. The dimensions which were shown on the drawing could be checked up, could they not?

A. Not all dimensions, no.

Q. What dimensions do you refer to?

A. I refer to the dimensions of the width of the boat at a certain frame.

Q. Isn't it true that the plans and specifications—the original plans and specifications furnish the dimensions of the boat at every rib?

A. No, sir.

Q. Isn't it true that the lines originally prepared, on which the boat is laid, do show the dimensions at their different ribs?

A. No, sir, they do not.

Q. You mean to say then that the dimensions of the vessel are largely arbitrary?

A. The dimensions of every vessel have to be changed slighhtly from the lines that are furnished.

Q. After a vessel is once laid down can the lines then be changed

A. They can be changed.

Q. Without tearing apart?

A. After it is laid down—you mean laid down, speaking in a ship builders way?

Q. Yes.

A. That is just drawing, yes, sir, it can be changed.

Q. Now I evidently don't understand a ship builders' way. I mean after a vessel has been designed, the line is prepared and then the keel and the frame work laid out, can the ship then be changed?

A. You mean the ship erected—the frames erected and placed?

Q. Yes.

A. No, it cannot be changed.

Q. Now, isn't it true that after this foundation dimension is prepared that a plan—or before that foundation work is done, as I call it, that you prepare a drawing which shows the dimensions at every rib?

A. No, sir; we do not.

Q. Isn't it true that you show a line drawing which shows the shape of that vessel and the dimension at every rib?

A. It shows the shape—no marked dimension.

Q. Don't you show a plan which shows the shape of the deck?

A. Yes, sir.

Q. Is not that drawn to a scale?

A. Yes, sir.

Q. Doesn't that show the curve?

A. Yes, sir.

Q. Doesn't that show the width of that vessel at every rib?

A. It shows the width on the drawing.

Q. At every rib?

A. Yes, sir.

Q. Isn't it true that when you build a vessel you pretend to follow that drawing?

A. Yes, sir.

Q. Isn't it true that in every detail which is furnished from that time on that you can check it up with the original drawing and if they are correct will fit together?

A. Cannot check from the original drawing, no, sir.

Q. Why not?

A. The drawing is a reproduction of a full size drawing that is made in every ship yard before any ship is started work on. These dimensions are all checked from the full size drawing. When they build a four-hundred-foot ship they make a full size drawing of the lines of the ship, and they are then drawn down on a small scale usually or about a quarter of an inch to the foot, and to check within an inch or even two inches, it is not possible to do, from a small scale drawing.

Q. But it is possible to check it up to a practical certainty, isn't it?

A. In some cases.

Q. Isn't it true in all cases?

A. Yes, sir.

Q. Then what is the use of furnishing details?

A. Furnishing plans of the details.

Q. What is the use of furnishing and preparing details?

A. Do you mean the Government?

Q. No, the Perth Amboy Company, they furnish the details, don't they?

A. Yes, sir.

Q. What was the use of preparing these details it they could not be checked up, are they not working details?

A. Yes, sir.

Q. Are they not working details?

A. Yes, sir.

Q. And drawn to scale?

A. Yes, sir.

Q. Are not they supposed to scale up correctly?

A. Yes, sir.

Q. To the exact measurements?

A. To the exact measurement.

Q. And after they are approved you work from them?

A. Yes, sir; but every plan that is made in a ship yard there are always certain dimensions put on that plan.

Q. Now, so far as the dimensions are shown on the plans which could be checked up, you state there are some which could not be checked up at the office, how many, probably, on each plan could not have been checked up at the office in New York?

A. Oh, there is no number, you could state no number.

Q. There are very few instances where the dimensions cannot be checked up in the office in New York, by reference to other plans, is not that true?

A. Very few.

Q. Isn't it true that the people in New York could have prepared the plan which you submitted to them in their office in New York by reference to the other details which they had if they were completed up to that stage of the work?

A. They could have prepared the plans in New York or Boston and they would have to send to the yard for certain dimensions from the work in certain cases.

Q. Isn't it true that they could have prepared the details complete, with the exception of these certain measurements which you mention that they could not check up in the office?

A. Yes, sir.

Q. And they could have prepared the detail plans in the office in New York complete from which you could have built the vessels, is not that true?

A. With these exceptions noted.

Q. So that if they did check up these detail plans as carefully as they were able to do from the material in their possession it would have taken them considerably longer than a half a day on a plan which would take three weeks to complete, is not that true?

A. That would depend on the rapidity with which they worked, they could take three weeks if they wanted to, but I am just saying how much time was necessary to approve the plan.

Q. Doesn't is also depend somewhat on the rapidity with which you work as to how long it would take to complete the plan, in the first place?

A. Yes, sir.

Q. Isn't it true that if they checked up the work as carefully as they would check it up if they were making new plans not depending on the detail which is furnished, that it was impossible to make it in half a day?

A. No, sir.

Q. That is all.

Sworn to before me (the signature being waived) this 12th day of May, 1906, at Jersey City, N. J.

Adjourned to a day to be agreed upon.

Taking of depositions, etc., in the above stated matter, before the subscriber, a Master in Chancery of New Jersey, pursuant to the adjournment last had, at the hour of two o'clock in the afternoon of Friday, the 22d day of June, 1906, at the office of Messrs. McDermott & Enright, Jersey City, N. J., in the presence of Mr. Lindabury, appearing for the complainant, and of Mr. McDermott and Mr. Lyons, appearing for the defendants.

Said examination being taken subject to the stipulations heretofore entered into by the respective counsel.

Mr. Lindabury—I now wish to offer in evidence letters written on behalf of the United States to the Perth Amboy Shipbuilding & Engineering Company, in reply to the letters received from that company concerning the construction of the two boats by that company for the Quartermaster's Department, and copies of other letters concerning the matters contained in the letters received by the company; the letters written by the Quartermaster's Department to the American Bureau of Shipping concerning the approval of the plans under which these two boats were to be constructed, and the replies received from the American Bureau of Shipping concerning the approval of such plans by them.

Mr. McDermott—Counsel of the insolvent corporation and the Receiver object to all the letters offered above, on the ground that they are immaterial and irrelevant. No objection is made on the ground that copies are here produced instead of the originals.

Said letters marked *Exhibits C-1, C-2, C-3* and *C-4*.

Mr. McDermott—Copies of letters received by the Quartermaster's Department from the Perth Amboy Shipbuilding & Engineering Company are produced by counsel of the claimant and offered in evidence by counsel of the defendant corporation and Receiver. This offer does not include the endorsements which appear on the copies of letters produced. The copies produced are to be used in lieu of the originals, unless for some

reasons the production of the originals should become necessary.

Marked *Exhibit D-1,* of this date.

Mr. Lindabury—The claimant wishes to offer in evidence the endorsement appearing on said letters, on behalf of the claimant.

Mr. McDermott—This offer is objected to as incompetent.

J. Alvah Scott, sworn.

Direct examination, by Mr. Lindabury.

Q. You have testified in this suit before the Vice-Chancellor?

A. Yes, sir.

Q. And you there testified that you were one of the representatives appointed by the Government to superintend the construction of those two boats by the Perth Amboy Shipbuilding and Engineering Company?

A. Well, I was the advisor of the Depot Quartermaster in going over the plans and specifications, and general superintendent of looking over the books at the office.

Q. What was the course of procedure, and what was the nature of your duties in connection with this work, Mr. Scott?

A. Primarily to examine the plans, compare them with the original plans and specifications, and advise the Depot Quartermaster upon those plans as to whether they conform with the specifications, or whether it was necessary to make changes in them in order to make them conform with the specifications.

Q. You say that it was your duty to look over the plans. What plans do you refer to?

A. The general detail plans as submitted by the Perth Amboy Ship and Engineering Company in reference to vessels building in their yard under contract with the Depot Quartermaster in New York.

Q. And what were the nature of those plans submitted by the company?

A. General constructive detail and collective plans.

Q. When were those plans submitted by this company?

A. Various dates.

Q. They were not all submitted at the same time?

A. No, sir; they were submitted all the way from one detail up to several details at a time, depending, of course, as the progress developed in the planning of these vessels.

Q. Then the plans were prepared and submitted from time to time as the work progressed and the plans could be prepared; is that what I understand?

A. Not necessarily as the work on the vessel progressed, but as the work on the plans progressed prior to any work being done on that particular part of the vessel, a plan had to be submitted and approved, and returned to the contractor, before the contractor could go ahead with that part of the vessel.

Q. And the preparation of these plans was a progressive operation?

A. Yes, sir.

Q. And the first plans prepared might be called a foundation for subsequent plans?

A. Yes, sir; and that would take place as it went through. For instance, the first plan of the vessel, such as the lines of the vessel, would be submitted, and upon the approval of those, other plans would be constructed. For instance, the framing plans, the plating plans and such things as those, that would depend entirely upon the form of the vessel. Then further, the other subdivided principal plans from which further details would be made from time to time, and the same applies to the machinery, collective plan of the engine, and then further details of the engine; and collective plan of the boiler and further detail, and final collective plan of the arrangements, and some piping and details from those things, or, from those plans, rather.

Q. Was it necessary for the actual work to progress

to enable thecompany to prepare these various detail plans?

A. No, it was necessary for certain plans to be prepared and approved before the contingent plans on that particular item or particular article or section of the boat, as it were, could be prepared, for instance, they would have, as I stated there, they would have to get the form of the boat approved before they could start to lay out their other plans, although of course all of that was done under a general understanding that certain limitations would be required, and within that they could do a little one way or the other; of course that depended on circumstances, depended on just how broad or how close the specifications were in that particular case.

Q. And am I to understand then that all of the plans which were made and submitted to the Department for its approval could have been made and submitted without any of the work ever having been done?

A. Yes, sir, and even all the work could have been done without the plans being prepared and submitted.

Q. Now in the approval of these plans will you state what was done?

A. Well, in a general way of course the plans followed about the same routine, they were forwarded to the Depot Quartermaster, they went through his records, had proper markings put on them, and they were sent down to me to go over in a technical way; after I had finished with the plans, checked them over and returned them to the Depot Quartermaster he then, according to the plans and specifications, submitted them to the American Bureau of Shipping who in turn went over the plans to see that they complied with their requirements, returned them to the Depot Quartermaster, they of course going through his records each time and finally being returned to the contractor.

Q. Can you state how long a proceeding that was?

A. Well, that is hard to say, because in many cases plans were complicated, other cases plans were simple;

there were some plans, for instance, that had taken the contractor possibly anywhere from a month to a month and a half to develop and make up, and of course those plans took proportionately longer to check up, recalculate to see that they were correct, see that they conformed with the specifications and requirements of the specifications; those plans would take very much longer than a simple detail that simply required a few hours looking over; some plans probably took several days to check up and calculate in that way, and of course in turn no doubt some of those plans took the American Bureau of Shipping longer than others, that plan, for instance, would be forwarded to the Depot Quartermaster, received by their mail receiving department, put through the books, entered up as to what they were, marked and possibly late that day or the next day they would be sent down to me, and I would take any time from probably a few hours up to several days to look over those plans, according to their requirements. I would return them to the Depot Quartermaster, his mailing department would send them out either that afternoon or the next morning according to what time of day I got them up to them; there had to be a letter prepared, and in case of any criticism those criticisms forwarded to the American Bureau of Shipping; there was naturally a day lost in mailing. The American Bureau of Shipping required anywhere from a day to several days to look over the plans, according to how much looking over they required; they would then remail them to the Depot Quartermaster and were received by him, checked over in his entries and remailed to the Perth Amboy Ship Building and Engineering Company.

Mr. McDermott:

Q. How far was this office of the Depot Quartermaster from the office of the American Bureau of Shipping?

A. Well, that might have been, if a messenger was sent out, possibly a half hour's work.

Q. A few blocks away?

A. Yes, but that was not the procedure of the Department to send messengers.

Q. Not if there was any longer way that they could take it.

Further direct examination.

Q. In the approval of these plans did you consume more time than was necessary?

A. None; had to be given sufficient time to make sure that they were correct and complied with the specifications.

Q. Did you verify the measurements?

A. Yes, sir.

Q. Where the drawings are detail drawings they are drawn to a scale, are they not?

A. Yes, sir; generally, though of detail drawings especially no record is made to measurements on a plan, as figures must be filled in to show just exactly what any point does measure; they nevertheless are drawn to scale so that they give a comparative idea as they are finished up; that of course is required.

Q. Well, in case a drawing is not drawn to scale measurements as given, by which you know the dimensions?

A. Yes, sir.

Q. And did you, in the course of your checking up check up these measuremments with other preceding drawings to see that they properly fit together and the measurements were correct?

A. Yes, sir; very often there would have to be a dozen plans pulled out and checked over and compared with the plan received to see that they all jibed. Of course a great deal of this work was done from time to time when the exact details had slipped from my mind of the previous drawing, and I would have to get that previous drawing out and study it over in connection with this submitted drawing, because it would have a bearing on the submitted drawing.

Q. Did any delay ever occur in the approval of those plans?

A. That might have been possible; no delay c[illegible] on my part any more than my actual duties required.

Q. I am asking you with reference to the plans; the plans were in the Quartermaster's Department during that time, did they receive prompt attention?

A. To the best of my knowledge they did; there might have been some cases when I may have been away or my assistant been away and such things might be delayed a day or two, or something of that kind, but that was not the usual course.

Q. Do you know whether there were any delays of a day or two?

A. I cannot call any to mind now, because there were too many plans and it covers too long a period.

Q. Do you know whether there were any delays of a longer period than a day or two?

A. I don't know of any such delays, no.

Q. Would you say that there had not been?

A. I cannot say positively there had not been; of course there are some parts of those plans that delays might have been caused in but which I was not responsible for, to the best of my knowledge of the plans.

Q. You had those plans in your attention and charge didn't you?

A. During a certain period of the time. After they left the Depot Quartermaster's hand, no; to my knowledge I handed them back with my criticism.

Q. And to that you gave very prompt attention?

A. Yes, sir.

Mr. McDermott—I object to that as grossly leading.

Question withdrawn.

Q. What was the nature of the attention which you gave these plans with reference to the time consumed in the approval?

A. The nature of the attention I gave the plans in reference to time consumed in the approval?

Q. Yes, of those plans?

A. Well, I should rather judge that my answer to that would be prompt; my attention to those plans were prompt, with the intention of putting them through the course and back to the contractor as quick as possible under the circumstances.

Q. Now, did you approve the boiler plans for these vessels?

A. Yes, sir.

Q. Do you recall how long a period you consumed in the approval of those plans?

A. No, sir; I cannot, but I think the records of the Depot Quartermaster between the submitting of the plans to the Depot Quartermaster, and the Depot Quartermaster's letter returning those plans would tell just exactly how much time was consumed.

Q. Are you acquainted with the nature of the plans concerning the boilers?

A. Yes, sir.

Q. What would you say was a reasonable time in which to check up a plan of that description in the manner in which they were checked up?

A. Well, of course there were several details of the boilers submitted. Do you mean in reference to the general boiler construction in the original plans?

Q. Do you recall what the nature of that plan was, made on the 5th day of March, 1903?

A. Can I look at the endorsement on this letter?

Q. Yes.

A. Well, I know in a general way what the plans are.

Q. Do you know what that particular plan is?

A. Yes, sir; there was general arrangement of the boiler. That plan came from the Cramp Shipbuilding Company, of Philadelphia, to the Perth Amboy Ship and Engine Building Company, the Cramp people being the sub-contractors for the boiler. That boiler would require, well, about two, possibly two or three days to check that boiler up. That boiler had to be checked up

first in reference to its strength, in reference to the laws of the United States on boilers. My recollection is that it was submitted to the supervising inspector of steam boilers in New York to check over for approval, and then was returned to the Depot Quartermaster, who, I believe, sent it to the American Bureau of Shipping.

Q. Now, the plans of the engine, Mr. Scott, do you recall those plans?

A. Yes, sir.

Q. And what do you say is a reasonable time to properly take up the plans?

A. Well, those plans, as I recollect, required a longer time than ordinarily an engine would have required to check up on account of several variations in them. I cannot recall in just what respect, but I know that there were a considerable number of changes made in that original engine plan before it was returned, and it was returned approved as modified; that is my recollection.

Q. (Question repeated).

A. On the engine?

Q. Yes.

A. I cannot recall just what time was necessary on that engine on account of having to go over it, and the plan was sketched up, and in a number of cases changes called for in writing, and also sketches made on the plan itself, and I can at least say there were several days taken in checking over that plan; the exact number I cannot recall.

Q. Do you say that eight days was a reasonable time to consume in checking up these plans in the manner in which they were checked?

A. Why, I think under the circumstances, it was a reasonable time. I know there was considerable work in connection with it, but just whether it took eight days more or less I cannot recall.

Q. Now, Mr. Scott, at what period of the construction are these two plans of which you have just testified to; that is, the boilers and the engines required?

A. They should be quite early plans.

Q. They should be early plans?

A. Yes, sir; they should be among the early principal plans submitted.

Q. And were there plans for crank shaft, connecting rod, piston-rod and cross-head, air pump and gear, and cylinders submitted?

A. Yes, sir.

Q. What are the nature of those plans?

A. Those are principal detail plans of the engine and its attachments.

Q. And are they plans of considerable detail work?

A. Yes, sir; and of considerable importance.

Q. Do you recall those particular plans?

A. In a general way. I cannot recall them in detail.

Q. Are you able to state what would be a reasonable time to consume in checking up those plans?

A. Collectively or independently?

Q. Independently. Take first the plan of the cylinders?

A. There would be between two and three days' work on the cylinders alone, if there were no changes required. Of course, with changes, that would take a longer time to check up and lay out the changes.

Q. With reference to the crank-shafts, what would you say?

A. If there were no important changes, a day's work would be sufficient to check up the crank-shaft.

Q. How about connecting rods and piston rods?

A. Collectively could be done in a day, if no important changes were made or required.

Q. Air pump and gear?

A. Air pump and gear; that is at least a day's work in checking up.

Q. Now, if all of those plans that I have enumerated were checked up and reported upon in four days, would you say that was consuming an unreasonable time in checking up those plans?

A. No, sir; decidedly not. I don't know whether it is proper to add this or not, but I might say in many cases, I can't recall just when, when I was working on plans of those engines and checking them up, I have worked as much as four or five hours overtime in one day to hurry up and get the plans off. That is not required by the Government, in one sense of the word, and it is, of course, required to get work out as quick as possible.

Q. Now, the propeller and stern tube plan, what is the nature of those plans?

A. They are quite important plans of the ship. I recall the propeller and stern tube plans, that there was considerable time lost on those on account of changes from the original submitted plans, and there were a lot of instructions had to be gotten out, calculated, and many sketches made; and those plans may have taken several days. Probably it took anywheres from four to five days. I cannot recall it, but that is my impression. Just whether the delay of checking up the changes came on those plans and came later on what we call stern frame plan, I cannot remember. They all worked together. A lot of those plans worked together, and may have been overlooked in one, and when we came to check up with the other plan then the change was made.

Q. I show you a letter, Mr. Scott, under date of May 4th, written by the Quartermaster's Department to the Perth Amboy Ship Building and Engineering Company, and ask you if that refreshes your memory concerning these plans of the propeller and stern tube?

A. My recollection regarding this letter of May 4th —the contractor unofficially or officially submitted preliminary plans instead of the regular plan connected with the work; probably the better way to look at that is that they preliminarily submitted the plan to be checked over and returned to them with the corrections so that they could embody it and complete the plan and then submit plan completed and any number of blue prints.

The contractor's idea in doing that was that when the plan was submitted and we made changes that plan was returned of which they had to submit sufficient copies, then they had to make changes and resubmit sufficient copies, and it was done from their view point of saving the expense of this duplicate set of blue prints; and where they submitted plans that way we checked them over and returned them with the understanding that they would return the preliminary plan as we had modified it, back with their final plan, so that we could check back those changes, which would save time for them and make a lot of work for us; and in many cases we submitted the plan without sending back our modified plan; of course that made all this work to be all gone over, that is, this work to be all gone over again to find out just exactly what changes we had made and checking back everything throughout the specifications, and comparing them with other previous plans, whereas had they returned the plan that we had modified with their resubmitted plan it would only be a matter of comparison. They lost time for themselves as well as making extra work for the Department in general.

By Mr. McDermott:

Q. Did you keep duplicates all the time of what you sent back?

A. No, sir; very often they submitted plans and did not send blue prints and requested that we look over it and make any changes that would be necessary, so that they could finish up their plan; it was really a preliminary plan, but it very greatly handicapped the Quartermaster's Department by not returning that plan with their completed plan.

Further direct examination.

Q. Shell expansion for butts, what sort of plan is that?

A. That is the general plating plan of the hull, it is quite an important plan and it deals with the thickness

and shapes of the plates and the general structural strength of the vessel on the outside.

Q. How long a time is reasonable to consume in approving a plan of that description?

A. About three days work on that plan.

Q. Stern post, what is the nature of that plan?

A. It is the stern end of the ship under water, it receives the end of the stern tube or stern of propeller shaft, rather, the propeller shaft passing through the forward part of the stern frame; the stern frame also forms what is known as a propeller well. There were considerable changes made on that plan. I recollect that there was not sufficient clearance to withdraw the propeller without taking out the shafts and with drawing them in-board, and it is necessary in a vessel of this type to have such sufficient clearance within the propeller well to take off the propeller and replace it at any time without withdrawing the shafting.

Q. What would you say was a reasonable time to consume in a plan of that description?

A. That plan there might have taken a week's work.

Q. The main deck plating, what is the nature of that plan?

A. That is quite an important plan.

Q. And what would you say is a reasonable time within which to check that plan?

A. If there weren't any changes in that plan it would take about two days, approximately, to check that over.

Q. You mean by that actual work?

A. Yes, sir. A Government day is nine to twelve and one to four-thirty, as I recollect, that is about what it was at that time; although many of my days were longer.

Q. On this particular job?

A. Yes, on that job. All of these vessels require a great deal of time, whether Perth Amboy vessels or other people's vessels, there was a good deal of work to be done.

Q. The cylinder drain gear, what is the character of that plan?

A. Well, that is a detailed plan. Not a very important detail plan, but may have taken more time really in checking up than its importance would suggest, on account of having to check up a great many other plans to see that they agreed with the cylinder drain. That is the only reason they would take time on that. The plan itself would not take a great deal of time to check up.

Q. What is the nature of the plan?

A. Matter of piping and valves, and such things as that, attached to the cylinder for driving water from the different pockets formed in the cylinders and in the valve chests to prevent breaking of the engine when starting up.

Q. Is that plan of such a character that it is necessary to be completed in the early stages of the construction?

A. No, sir; that was one of the last plans submitted.

Q. Did this work progress to the point that that plan is needed?

A. Never.

Q. So that if there has been any delay in the approval of this plan it would not have affected the work?

A. None whatever.

Q. What is the throttle valve and levers?

A. The throttle valve is the valve that admits and shuts off steam to the engine when starting and running and stopping, and the levers is the mechanism made for operating that valve.

Q. Are those plans of a primary character, requiring prompt preparation?

A. They would in an interdemiate stage, but the work on the ship never advanced to such stage that the delay on those plans would have delayed anything.

Q. They were not plans which were needed and depended upon?

A. Not as far as those vessels had progressed.

Q. Hoisting engine. Do you recall the plans of the hoisting engine?

A. I remember in a general way there was a plan submitted for the hoisting engine, but just how it was done I cannot recollect. I know the builder of the engine came in to talk over the plans. It was a new type of engine they got up specially for this work, and considerable time had been spent in going over it with him before he ever submitted the engine. I don't see why any great amount of time should be required for proving it, yet any delay in it would not have done any harm, because the engine never left the contractor's shop, and was afterwards used on another Quartermaster's vessel.

Q. Was that a plan which was necessary to be approved by the Department to prevent delay in the work?

A. To what?

Q. Was it necessary for the company to obtain the approval of that plan to prevent delay of the work, so far as it progressed?

A. Had the vessel progressed along the regular lines as anticipated, why then the approval of that plan would have been necessary earlier in the progress of the work, but the matter of two or three days one way or the other would not have made any difference as far as the approval—if the plans were submitted late that had nothing to do, or enough to cause the delay of the work on the part of the—

Q. As this work progressed, or had this work progressed to the point that the plan of the hoisting engine had become an important question?

A. No, it had not.

Q. The condition the work was in when the work was stopped by the company, had the approval of this plan become a factor in going on with the work?

A. No, sir.

Q. Chain locker and forward floors, what sort of plans are they?

A. Chain locker is a plan of the part of the boat just after the collision bulkhead in which the anchor chains were stowed.

Q. Are those important plans?

A. Well, they are plans that must be settled before the construction of the vessel goes so far, but what they can enter into that part of the work.

Q. Are they involved plans, I mean by that detailed?

A. No, sir; there isn't much detail in the plan, it is only that its suspension of approval of course might hang up certain part of the vessel, however, those vessels never got into a state where they were delayed by that, because I don't believe that as the vessel stood on the stocks the last time I was there that the chain lockers had been put into the vessel.

Q. Stringer and bilge keel, what is the nature of those plans?

A. Well, those are important plans entering into the structure of the ship proper.

Q. And are they preliminary requirements?

A. They should be among the early submitted plans.

Q. And the submission of those plans by the company on April 12, 1903, was that a prompt submission?

A. What was the date of the contract, the awarding of the contract?

Q. The latter part of January I think of that same year, January 31st, I think it was?

A. No, I don't think it was a prompt submission.

Q. Plan of the fresh water tanks, did you approve those plans?

A. Yes, sir.

Q. And those plans, are they required in the early stages of the work?

A. No, sir; those tanks are built and put in the hull of the vessel after it is constructed.

Q. Had the work progressed to such a stage that those plans were required?

A. No, sir.

Q. Have they ever been used?

A. Well, the water tanks were never constructed to my knowledge.

Q. Hold stanchions?

A. Hold stanchions are bars supporting the main deck leading from the main deck to the lower structure of the vessel, preventing over-loads on the deck, from sagging the deck beams; it strengthens the deck.

Q. Are those plans of such a character that they are required in the primary stage of the work?

A. No, sir.

Q. Have the hold stanchions been constructed in those two vessels?

A. I don't think so, they have never been installed.

Q. Had the work progressed to the point that they should properly have been installed?

A. No, sir; not necessarily, they could have installed them on one of the vessels, but it was not necessary.

Q. Engine and boiler foundations, what are those plans, Mr. Scott?

A. Well, those are the plans of the part of the vessel that supported the engine and the boiler.

Q. Had those foundations been built into the vessel?

A. Partly, but not completely.

Q. What would be a reasonable time within which those plans could have been checked up and approved?

A. As I recollect those were all in one plan, and about two days, possibly three days work in going over them, unless there were important changes, I cannot recall to mind at present that there were, although I have a slight recollection that there was some additions required in the engine foundation over what was submitted.

Q. When the plans required correction, Mr. Scott, did you prepare in the shape of a plan the corrections which you required?

A. Generally I sketched right on the blue print on one of the copies of the blue print submitted in an alkali ink that removed the blue turning it white wherever that ink touched and was colored red so that it would whiten out the blue in that place and leave a red mark,

and in that way I sketched on the different plans approximately to scale the modification required, except where they were very extensive, and then a general descriptive letter was written, and they would have to redraw the plan and resubmit it.

Q. Coal bunker bulkheads. What are those plans?

A. Those are the structural part of the ship; vertical bulkheads plated up to a frame and stiffened in the usual way of ship construction to form pockets in the ship in which the coal is stored. They have coal-holes on the top through which the coal is placed into the bunker, and what we call coal bunker doors in the fire room to which the coal is taken out to feed to the fires.

Q. On May 21, 1903, a plan of the lines, one-half inch scale, displacement scale, profile, showing location of weights, was submitted. What is the nature of that plan?

A. That was a plan showing the general formation of the boat. Had to show that the vessel was sufficiently heavy to support the weights of construction, the weights of the machinery, the weights of coal, passengers, freight and all such matters as that. It had to be large enough to support it to a given line of floatation. The general form had to be such that the machinery of that boat would drive it at a speed specified; for all lines the contractor was responsible for, except that they must be checked up and approved. They must be submitted and approved to the Department before he could proceed on his work.

Q. When was this work started?

A. When was the work on the vessel started?

Q. Yes.

A. Officially the work on the vessel was really started after the approval of those plans.

Q. Was the work started after May 21st?

A. No plans of plating or anything of that kind was submitted after that date. That is my recollection; but that must be wrong. That must be the second set of

lines, because the Perth Amboy people very early in the work, as I recollect it, submitted a plan of the lines of the vessel away back. The first plan they submitted at all, I think, was the lines of the vessel, and that was gone over at that time.

Q. Then what was this submission on May 21st?

A. It must have been of the approved lines as laid down on the floor. Now, the specifications required that a tracing of the plans of the vessel as fared and laid down on the mold loft. The tracings should be made exactly from those lines as fared up on the mold loft floor. The measurements are furnished to the Department, but the contractor was given the privilege of submitting blue prints primarily of these lines, to check them over with the necessary data connected with them, so that they could be checked over and approved, and, as I recollect it, that was the first plan that the Perth Amboy people submitted, and must have been very shortly after the contract was signed, and this plan was simply the final corrected plan returned to the Department; and, therefore, nothing depended upon the rapidity within which it was approved. In fact, I didn't know that that plan was to have been approved.

Q. Then the information which this plan was supposed to contain for the benefit of the contractor had been in his possession a long time before?

A. Yes, sir; in the preliminary plan of the work.

Q. Now the midship house and bulwark plating schedule?

A. That is quite an extensive plan, although while it was advisable for the contractor to submit that at an earlier date so that he could get his material ordered and not delay delivery of that material, yet the vessel had never progressed to a point where they were putting that work up.

Q. What is the nature of that plan—plan of super-structure?

A. Yes, sir; that is the super-structure of the vessel.

Q. What is the plan of the feed water heater?

A. Well, that is one of the auxiliary parts of the machinery. It is a part where the feed water is passed in this particular case, where the feed water is passed from the pump through that to the boilers, and at the same time the exhaust steam from the auxiliaries passes around parts of that heater that the water passes through to heat it.

Q. What is the nature of that plan?

A. The plan in that boat was just one general arrangement plan.

Q. Is it a primary requirement?

A. No, sir; it is really one of the finishing up details. It depends on how long it would take the builder of the feed water heater to build the feed water heater after he received the order for it. It would be put in the vessel during the installation of the machinery and auxiliaries.

Q. Did this work progress to the ptint that that work should be started?

A. No, sir.

Cross-examination, by Mr. McDermott.

Q. It requires a somewhat longer time to prepare the original plan than it does to check it up?

A. There is no question about that; yes.

Q. Relatively how much longer?

A. Well, that is rather hard to say, because very often there is a force of several men working on the plan, and in checking that up it may be checked up by one or two men, it would depend entirely on how handy it was to get at that part of the plan in checking it up. You see in checking up a plan you may have a dozen plans around you referring back from one to the other and in that way two men would not progress any faster than one.

Q. But it is impossible, you think, to tell how much longer it would take?

A. Yes, it would be impossible because they would vary, the different plans.

Q. But the man who prepares the original plan has to do the designing, which is brain work and the putting of the design on paper?

A. Well, that is all required and called for in the specifications; the specifications is a very thorough guide for what is required in those things.

Q. I don't mean to go back to the specification, but as to the relative amount of time required in the preparation of the plan?

A. Well, there is a great deal of labor in preparing a plan, that of course does not come in in checking up, but, for instance, in many of those plans there is a great deal of calculation, has to be a great deal of that calculation, has to be made in checking the plans up.

Q. The figures are filled in in the original plan?

A. Not the figures or calculations necessarily, the results or calculations are often filled in and those have to be checked up.

Q. Which requires the longer time, the checking up of the original plan or the checking up of an amendment or modified original plan?

A. The checking up of the original plan, making the amendments should take more time than checking up the plan after it was amended, provided of course the original amendment you had at your hand to recheck with or compare, and if you had to recheck the amendment all through without any original amended plan to refer to it would take just as long one as the other.

Q. Have you any recollection—independent recollection of the shell expansion plan?

A. You mean in detail?

Q. Do you recall anything about it.

A. Well, its general formation, yes, I know generally what it was.

Q. Do you remember what was done with it?

A. At our office in working up—

Q. I mean any independent recollection.

A. I have a slight recollection of changes that were required, that is, the Government required the Perth Amboy Company to make in the after part of the shell plating, in reference to the distribution of the butts, they are practically butt straps.

Q. Has the shell expansion plan any relation to the shell plating on the vessel?

A. The shell expansion plan is the plan by which they order the shell plating, it gives the general formation and sizes, although the actual sizes are taken off of a model. This shell expansion is a sort of a distorted expansion of the outside of the vessel proper, only that you have to lay it on a flat plane instead of a rounding plane, its shell expands in reference to the athwart ship, but fore and aft being only straight measurements, and therefore it is not true expansion and can only give approximation, so you have to take the exact measurements from the model. They cannot submit the model, they have to sumbit the shell expansion; that is as near as they can get from the model.

Q. They order from that?

A. From the combination of that drawing and the model itself they order.

Q. Mr. Burton was engaged on this work at the same time with you?

A. Yes, sir; in the office he generally acted as assistant to me.

Q. And he also went to the yard?

A. Yes, sir; he was generally considered the inspector at the yard for that plant.

Q. That is all.

In Chancery of New Jersey.

Between
Allen L. Ramsey,
Complainant,
and
Perth Amboy Shipbuilding and Engineering Company,
Defendants.

OPINION.

(*Filed December 15, 1906.*)

Mr. John B. Vreeland, Mr. Harrison P. Lindabury, for U. S. A.

Mr. Adrian Lyon and Mr. Frank P. McDermott, for Receiver.

Stevens, V. C.

This is an appeal from the disallowance by the Receiver of the Shipbuilding Company, of a claim presented by the United States.

The claim is one for damages for breach of a contract by the Shipbuilding Company to construct two vessels for the price of $105,000. After twenty per cent. of the work of construction had been done in the case of one of the vessels, and twelve and a half per cent. in the case of the other, the company failed. The Government readvertised. The lowest bid for two similar boats was $154,670, and these boats were built at that price. The damages demanded are the difference between this sum and the sum for which the Shipbuilding Company agreed to build.

The first contention is that the company was disabled from performing because the Government did not make those payments on account, to which it was entitled.

The contract provided for "payment to be made at such times and in such amounts as the officer in charge of the work might elect." The effort was to vary this contract by evidence to the effect that Government officers stated, when attention was called to this clause, just before signing, that payments could be expected about every thirty days. No payments, in fact, were made. The statement, if proved, is obviously, at variance with the terms of the writing and, for that reason, inadmissible. *Naumberg* v. *Young, 15 Vr. 388; Hallenbeck* v. *Chapman, 43 Vr. 202.* It is none the less so because it is put in as evidence of custom.

It is secondly contended that the United States took too much time to approve the plans for portions of the work from time to time, submitted, and so prevented the work from being done. These plans were prepared by the Shipbuilding Company as the work progressed, and submitted to the Quartermaster's Department in New York. They were frequently returned, with modifications and corrections. The company prepared new plans and blue prints with these modifications and corrections embodied in them. They were again submitted to the Quartermaster's Department and, if satisfactory to it, sent to the American Bureau of Shipping for approval by that bureau, the specifications so providing. After examination by this latter body they were returned to the Quartermaster's Department, which returned them to the Shipbuilding Company. This took time. Mr. Master, the Receiver's witness, said on his direct examination that the plans were very much delayed, but his cross-examination taken in connection with the written correspondence and with the evidence of Mr. Scott, tends to show that the Government acted with reasonable diligence.

It is perfectly evident on the testimony of Mr. Master himself that the price at which it was agreed to build was too low and that it would have been impossible for the company, with the force of men at its disposal, to have completed the vessels within the time specified.

I can find nothing in the evidence going to show that the failure to perform the contract was due to delay in the Quartermaster's office.

The point upon which Receiver's counsel principally relied was that it was the duty of the Government to have mitigated the loss; to have taken the partially constructed boats and completed them.

It is said in *Benjamin on Sales, Par. 1327 (4th Amer. Ed.)* that "in every case the buyer, to entitle him to recover the full amount of damages, must have acted throughout as a reasonable man of business and done all in his power to mitigate the loss."

The Supreme Court of the United States (*Wicker* v. *Hoppeck, 73 U. S., 94* and *Warren* v. *Stoddard, 105 U. S., 224*) lays down the rule as follows: "Where a party is entitled to the benefit of a contract and can save himself from a loss arising from a breach of it at a trifling expense or with reasonable exertions, it is his duty to do it and he can charge the delinquents with such damages only as with reasonable endeavors and expense he could not prevent."

The rule applies as well to cases of contract as to cases of tort *(Sedg. on Dam., Par. 205)* and may be variously illustrated. If A breaks down B's fence, and B does not repair until months afterwards, in consequence of which cattle get in and destroy the next year's crop, B cannot sue for the loss of the crop, but only for the cost of repairing the fence. *Loker* v. *Damon, 17 Dick. 284.* If a servant be wrongfully discharged, it is incumbent upon him to seek other similar employment, and the amount earned, or that might with reasonable effort have been earned, will go in reduction of his damages. *Larkin* v. *Hecksher, 22 Vr. 135.* If A and B enter into a contract by the terms of which A is to give B possession of certain machines, which B is to sell for A on commission, and these machines are taken out of B's possession by C, who also tenders to B the right to stll them in a way equally remunerative to him-

self, B cannot recover from A the amount of commission so agreed upon. *Beymer* v. *McBride, 37 Ia. 114.* If a common carier agrees to transport A's oats within a certain time, and fail to do so, and the oats become mouldy in the hands of A's agent after that time, when he might have preserved them from injury by stirring, A cannot recover for the depreciation in the value of the oats, attributable to the failure to bestow necessary care. *Hamilton* v. *McPherson, 28 N. Y. 72.* If A agrees to make boilers for B, and after the work has been commenced B notifies A that he rescinds the contract, it is A's duty, as soon as practicable, to stop the work. He cannot thereafter go on to the injury of B. *Dillon* v. *Anderson, 43 N. Y. 231.* In all these cases it was held that the plaintiff was bound "to mitigate the loss by acting as an ordinary man of business would have acted." The law, for wise reasons, to quote the words of Seldon, J., in *Hamilton* v. *McPherson,* imposes upon a party subjected to injury, the active duty of making reasonable exertions to render the injury as light as possible."

But the rule requires such exertions only as are *reasonable.* This is illustrated by two cases in the Supreme Court: The *Baltimore, 8 Wall. 377,* and the *Falcon, 19 Wall. 75.* In the former case a schooner was sunk in a collision with the steamer Baltimore, in water so shoal that the masts projected eighteen feet above the surface. It was found that the vessel could have been easily raised and repaired, and it was held that the owner could not recover damages as for a total loss. In the latter case the vessel sank in five fathoms of water, and it was found that she could not have been raised and reprired without a large expenditure of time and money. It was held that the steamer Falcon was liable for her full value. In the case of the *Havilah, 50 Fed. 337,* the Court refused to allow as damages, the cost of raising and repairing a sunken vessel, so far as that cost exceeded the value of the boat at the time of the collision.

In the light of these adjudications, let us look at the facts of the present case. The two vessels were to cost $105,000. The lowest bid which the Government could obtain on re-advertising was $154,670. The Receiver's witness, Masters, says that the vessels which the ship-building company agreed to construct would, when completed, have been worth $85,000 apiece, or $170,000, and that the bid of $154,670 was low. He says, moreover, that the amount of work done upon the two vessels at the time the company failed was fairly represented, in money, by the sum of $40,000. It will thus be seen that even had the Government been in a position to have gone on and completed these boats, they would, in all probability, have cost not les than $114,000, and the Government would still have had a claim of $9,000 against the Receiver, while the Receiver, who now has the incomplete vessels, would have had no further interest in them or claim respecting them. But it is not likely that the Government could have finished the boats for $114,000. The photographs show that they were far from being in a condition to be launched. Their bare ribs were not even, to any considerable extent, plated. It is not shown that the Government had any facilities for taking up the work where it had been left off. It had, at that point, no tools, no machinery, no force of men, no organization. It is not shown by the Receiver that any other yard would have undertaken the work of completion at a price that would have been advantageous to him. No one can read the evidence without coming to the conclusion that it would probably have cost the Government considerably more than $114,000 to have finished the vessels, or to have procured a contractor to finish them. The burden of proving that the damages sustained could have been mitigated, rests upon the party guilty of the breach of contract. *Hamilton* v. *McPherson, 28 N. Y. 72. Howard* v. *Daly, 16 N. Y. 362.* The Receiver has not shown affirmatively that effort and expenditure by the United States in the direc-

tion suggested by him would have resulted in any substantial benefit to the trust which he represents.

The suggestion that article 5 of the contract, which gives the United States *power* to complete the work, is compulsory, is completely met by *Bernz* v. *Marcus Sayre Co., 7 Dick. 275,* lately decided by the Court of Errors.

In Chancery of New Jersey.

Between Allen L. Ramsay, *and* *Complainant,* Perth Amboy Shipbuilding and Engineering Company, *Defendants.*	On Bill, &c. On Appeal, &c., of United States of America, Claimant.

DECREE.

(Filed January 29, 1907.)

This matter coming on to be heard, on motion of John B. Vreeland, of counsel with the claimant, the United States of America,, in the presence of Adrian Lyon, of counsel with the Receiver, and the pleadings and proofs having been read, and the arguments of the respective counsel having been heard, and the Court having duly considered the said pleadings, proofs and arguments, and it appearing to the Court that the said claimant is entitled to the relief sought and prayed for by it in its petition of appeal:

It is, on this twenty-ninth day of January, one thousand nine hundred and seven, by William J. Magie, Chancellor of the State of New Jersey, ordered, adjudged and decreed, and the said Chancellor, by virtue of the power and authority of this Court doth hereby order,

adjudge and decree that the action of Willard P. Voorhees, the receiver, etc., appointed herein, wherein he passed upon and disallowed the claim of the petitioner, the United States of America, for forty-eight thousand eight hundred dollars, as hereinbefore filed with him May 10, 1904, be and the same hereby is reversed;

And be it further ordered, adjudged and decreed that the aforesaid claim of the United States of America for the sum of Forty-eight Thousand Eight Hundred Dollars is a valid and subsisting claim against the said defendant corporation, and should be and hereby is allowed.

And it is further ordered, adjudged and decreed that the said receiver pay to the petitioner its costs of this appeal, to be taxed, out of the funds of the said insolvent corporation.

W. J. MAGIE, *C.*

Respectfully advised,
FREDERIC W. STEVENS, *V.-C.*

IN CHANCERY OF NEW JERSEY.

BETWEEN ALLEN L. RAMSAY, *Complainant,* *and* PERTH AMBOY SHIPBUILDING AND ENGINEERING COMPANY, *Defendants.*	On Bill, &c. On Appeal, &c., of United States of America, Claimant.

NOTICE OF APPEAL.

(Filed February 15, 1907.)

Willard P. Voorhees, Receiver of the defendant corporation appointed in the above-entitled cause, here-

by appeals from the whole and every part of the final decree made by this Court, in the above-stated cause, bearing date the twenty-ninth day of January, one thousand nine hundred and seven, reversing the action of said Receiver disallowing the claim of the United States of America, and ordering, adjudging and decreeing that the aforesaid claim of the United States of America for the sum of forty-eight thousand eight hundred dollars is a valid and subsisting claim against the said defendant corporation and should be and thereby was allowed, and that the said Receiver pay to the said claimant its costs of its appeal to be taxed out of the funds of the said insolvent corporation, to the Court of Errors and Appeals in the last resort in all causes.

Dated January 30th, 1907.

ADRIAN LYON,
Solicitor of Willard P. Voorhees, Receiver, &c.
FRANK P. MCDERMOTT,
Of Counsel.

I conceive there is good cause for appeal in the above-stated cause.

FRANK P. MCDERMOTT,
Of Counsel with Receiver.

Service of the within notice is hereby acknowledged this 31st day of January, 1907.

JOHN B. VREELAND,
U. S. Attorney,
Solicitor of United States.

IN CHANCERY OF NEW JERSEY.

BETWEEN ALLEN L. RAMSAY, *Complainant,* *and* PERTH AMBOY SHIPBUILDING AND ENGINEERING COMPANY, *Defendants.*	On Bill, &c. On Appeal, &c., of United States of America, Claimant.

NOTICE OF APPEAL.

(*Filed February 16, 1907.*)

Willard P. Voorhees, Receiver of the defendant corporation appointed in the above-entitled cause, hereby appeals from the whole and every part of the final decree made by this Court, in the above-stated cause, bearing date the twenty-ninth day of January, one thousand nine hundred and seven, reversing the action of said Receiver disallowing the claim of the United States of America, and ordering, adjudging and decreeing that the aforesaid claim of the United States of America for the sum of forty-eight thousand eight hundred dollars is a valid and subsisting claim against the said defendant corporation and should be and thereby was allowed, and that the said Receiver pay to the said claimant its costs of its appeal to be taxed out of the funds of the said insolvent corporation, to the Court of Errors and Appeals in the last resort in all causes.

Dated January 30th, 1907.

ADRIAN LYON,
Solicitor of Willard P. Voorhees, Receiver, &c.
FRANK P. MCDERMOTT,
Of Counsel.

I conceive there is good cause for appeal in the above-stated cause.

FRANK P. MCDERMOTT,
Of Counsel with Receiver.

Service of the within notice is hereby acknowledged this 31st day of January, 1907.

JOHN B. VREELAND,
U. S. Attorney,
Solicitor of United States.

NEW JERSEY COURT OF ERRORS AND APPEALS.

BETWEEN ALLEN L. RAMSAY, *Complainant,* *and* PERTH AMBOY SHIPBUILDING AND ENGINEERING COMPANY, *Defendant.*	On Bill, &c. On Appeal from Chancery.

PETITION OF APPEAL OF WILLARD P. VOORHEES, RECEIVER-APPELLANT, AGAINST THE UNITED STATES OF AMERICA, CLAIMANT-RESPONDENT.

(*Filed March 1, 1907.*)

To the Honorable the Court of Errors and Appeals in the last resort in all causes:

The petition of Willard P. Voorhees, Receiver of the Perth Amboy Shipbuilding and Engineering Company, appointed in the above-entitled cause, the appellant above-named, respectfully shows, that your petitioner finds himself aggrieved by a final decree made in the Court of Chancery by his Honor William J. Magie, Chancellor of New Jersey, bearing date the twenty-ninth

day of January, in the year nineteen hundred and seven, in a cause wherein the said Allen L. Ramsay was complainant and the said Perth Amboy Shipbuilding and Engineering Company was defendant, on the appeal of the United States of America, claimant, from the decision of your petitioner as Receiver as aforesaid, disallowing its claim against the said defendant corporation, in this respect, to wit: That the said decree adjudges that the action of your petitioner, as such Receiver, disallowing the claim of the United States of America, be reversed, and that the aforesaid claim of the United States of America for the sum of forty-eight thousand eight hundred dollars is a valid and subsisting claim against the said defendant corporation and should be and thereby is allowed, and that your petitioner, said Receiver, pay to the said claimant its costs of its appeal to be taxed out of the funds of the said insolvent corporation.

And your petitioner humbly appeals from the whole and every part of the decree of the Chancellor which decrees as aforesaid, upon the ground that the same is erroneous, for that the said Chancellor should have decreed that the adjudication of your petitioner, as Receiver aforesaid, disallowing the said claim of the United States of America, be affirmed and that the aforesaid claim should be wholly disallowed as a claim against the said defendant corporation, and that the said claimant, the United States of America, should pay to your petitioner, as such Receiver, his costs on the appeal of said claimant from his decision as such Receiver.

Your petitioner, therefore, prays that the said decree of the said Chancellor may be, in the particulars aforesaid, reversed, set aside and for nothing holden; and that your petitioner may have such relief in the premises as to this honorable Court shall seem meet.

ADRIAN LYON,
Solicitor of Appellant.
FRANK P. MCDERMOTT,
Of Counsel with Appellant.

day of January, in the year nineteen hundred and seven, in a cause wherein the said Allen L. Ramsay was complainant and the said Perth Amboy Shipbuilding and Engineering Company was defendant, on the appeal of the United States of America, claimant, from the decision of your petitioner as Receiver as aforesaid, disallowing its claim against the said defendant corporation, in this respect, to wit: That the said decree adjudges that the action of your petitioner, as such Receiver, disallowing the claim of the United States of America, be reversed, and that the aforesaid claim of the United States of America for the sum of forty-eight thousand eight hundred dollars is a valid and subsisting claim against the said defendant corporation and should be and thereby is allowed, and that your petitioner, said Receiver, pay to the said claimant its costs of its appeal to be taxed out of the funds of the said insolvent corporation.

And your petitioner humbly appeals from the whole and every part of the decree of the Chancellor which decrees as aforesaid, upon the ground that the same is erroneous, for that the said Chancellor should have decreed that the adjudication of your petitioner, as Receiver aforesaid, disallowing the said claim of the United States of America, be affirmed and that the aforesaid claim should be wholly disallowed as a claim against the said defendant corporation, and that the said claimant, the United States of America, should pay to your petitioner, as such Receiver, his costs on the appeal of said claimant from his decision as such Receiver.

Your petitioner, therefore, prays that the said decree of the said Chancellor may be, in the particulars aforesaid, reversed, set aside and for nothing holden; and that your petitioner may have such relief in the premises as to this honorable Court shall seem meet.

ADRIAN LYON,
Solicitor of Appellant.
FRANK P. MCDERMOTT,
Of Counsel with Appellant.

NEW JERSEY COURT OF ERRORS AND APPEALS.

BETWEEN

ALLEN L. RAMSAY,
Complainant,

and

PERTH AMBOY SHIPBUILDING AND ENGINEERING COMPANY,
Defendant.

ANSWER TO PETITION OF APPEAL OF WILLARD P. VOORHEES, RECEIVER-APPELLANT, AGAINST THE UNITED STATES OF AMERICA, CLAIMANT-RESPONDENT.

(*Filed March 13, 1907.*)

The answer of the United States of America, the above-named respondent, to the petition of appeal of Willard P. Voorhees, the above-named receiver-appellant.

This respondent, not acknowledging all or any of the matters which in the said petition of appeal are contained to be true, for answer thereto, nevertheless, says and admits that a decree was, on the twenty-ninth day of January, in the year nineteen hundred and seven, made and entered in the Court of Chancery, in the cause to that purpose mentioned in the said petition as is therein stated.

But, as to the substance and form thereof, this respondent prays to refer thereto when the same shall be produced.

And this respondent is advised and believes that the said decree is agreeable to equity, and it prays that the same may be affirmed with costs to be adjudged to this respondent.

WM. P. VREELAND,
Solicitor for and of counsel with the respondent, The United States of America.

EXHIBITS.

EXHIBIT C 1.

Contract printed as part of claim of United States on page 12.

EXHIBIT "C–2."

This exhibit embraces the specifications issued by the War Department of the United States. The portion herewith printed includes pages 1, 2, 3 and 4, and 9, 10 and 11 of such specifications:

CIRCULAR AND SPECIFICATIONS.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department.
Army Building, Whitehall Street,
NEW YORK CITY, December 15, 1902 or Oct. 12, 1903.

Sealed proposals in triplicate, subject to the following conditions, will be received at this office until 12 o'clock noon, December 30, 1902 or Nov. 11, 1903, at which time and place they will be opened in the presence of the bidders, for the construction and complete equipment of a Standard Steel Screw Steamer for the Harbor Service of the Quartermaster's Department, in accordance with the conditions, specifications and drawings herewith.

The following conditions will govern bidders and contractors.

1. Each proposal must be accompanied by a guaranty in the sum of $5,000, executed by two responsible persons or a recognized Surety Company, to the effect that if the proposals be accepted within twenty days from date of opening of bids, the bidder will within three days after notification of acceptance, enter into formal contract and give bond with good and sufficient sureties for the faithful performance of the same. Unguaranteed bids will not be entertained.

The bond for faithful performance of contract will be not less than 20 per cent., nor more than the amount of the contract, as the Officer in Charge may elect.

2. Instructions on blank proposals furnished with this circular must be strictly carried out.

3. The Government reserves the right to reject or accept any or all bids, and to waive any informality in any bid that may result to the interests of the United States.

4. The Government also reserves the right to make changes if necessary in the minor details of the plans or specifications, and such changes shall not invalidate the contract, the amount to be added or deducted from the contract price by reason of such changes to be agreed upon in writing by the Officer in Charge.

5. Bids will be submitted for a completed vessel as specified, and prices must be written out in words as well as expressed in figures.

6. It is also desired that bidders will state the price for which they will construct and equip two complete duplicate vessels, as per specifications.

7. Bidders are invited to submit bids both for one completed vessel and for two duplicate vessels, supplying in lieu of the engine specified, such a standard first-class engine as he may be able to secure, for which

drawings and patterns have already been made, and the engines in successful operation, where they may be examined for approval by the Department. With such a proposal, the bidders will be required to submit plans showing the designs and proposed method of construction, but the character, general dimensions and disposition of the material entering into the construction of the proposed engine must be substantially as described in these specifications.

8. Bidders will state the number of days excluding Sundays and State holidays, in which the work will be completed, both for one vessel and for two duplicate vessels as per specifications, and such number of days in each case will be counted forward from date of acceptance to fix the date of completion of work. Time will be a factor governing award of contract.

9. Should a bid be submitted as requested by item No. 7 above, the number of days for completion as per item No. 8 will also be stated.

10. Insurance will be required to the full value of the work as completed on the vessel.

11. The Officer in Charge will give orders for all work in writing and any orders given by any person other than the Officer in Charge, either verbally or in writing not subsequently approved in writing by the Officer in Charge, will not in any way obligate the Government, and accounts for work done under such orders will not be honored. Bills will be rendered promptly for the work done, the date of which must be the date of the accomplishment of the work and must be in every instance be accompanied by the written order of the Officer in Charge.

12. Where, in the specifications, a particular article is mentioned, followed by the words "or equal," "or other approved," or where samples are required to be submitted or where a standard in any way is fixed in the advertisement the right is reserved to the Officer in Charge to decide what, in his opinion, shall be pur-

chased, or used, and his decision shall be final. The contractor is cautioned against proceeding on his own responsibility without authority.

13. Bidders should familiarize themselves with each and every requirement of the conditions, plans and specifications, as they with their intent will be rigidly adhered to.

14. All material, fittings, etc., must be the best for their respective purpose, such as are used in the best vessels, and are to be furnished by the contractor unless otherwise specified, and to be of domestic production or manufacture, free from all defects.

15. The contractor shall give his personal superintendence, or have some competent person to superintend the work at all times during working hours, and to receive instructions. He shall also on being directed by the Officer in Charge, at once remove or replace any work defective or not in accordance with the contract, and in case of refusal or undue delay to comply with such direction, he shall be liable for any loss or damage that may ensue, and in such case the Officer in Charge may cause the work to be properly done and charge the cost to the contractor. He shall furnish all transportation, skilled labor, materials, tools, apparatus scaffolding and utensils needful for performing the work in the best manner, according to these specifications.

16. The vessel is to be built under the "Special Survey" of the American Bureau of Shipping; for hull, machinery, and electric installation, including certification. The entire work to be done in the best, most substantial and thorough workmanlike manner, according to the true intent and meaning of these specifications, and if, in any respect, the specifications and plans are not understood, and shall appear to be ambiguous, or in conflict, or not clear in meaning, then the true intent, spirit and meaning thereof shall be left to the decision of the Officer in Charge, whose decision shall be final.

17. The omission or addition of a letter, word, punctuation mark, signs indicating inches, ″; feet ′ and degrees °, will in no way change the "true intent, spirit and meaning" of these specifications.

18. The contractor will be held responsible for all damages to the vessel whether from fire or other cause, during its construction and until it is accepted. He shall be held answerable for all damages that may occur to persons, property, animals or vehicles, or from collision or want of proper lighting, or from accident arising from defective scaffolding or any negligence on the part of himself, his employees or trespassers.

19. If any articles or arrangements are used subject to patent rights, the royalty for, or damage arising from the use of the same shall be paid by the contractor.

20. The Contractor shall at all times, keep the vessel in its every department, clean and free from the accumulation of dirt, or materials. All compartments must be carefully cleaned out before painting or cementing and before delivery of the vessel by the Contractor.

21. This advertisement, with its conditions governing Bidders and Contractors, also any plans and specifications that may be attached hereto are hereby made a part of the contract.

22. No work awarded under these specifications and no interest therein shall be transferred to any other party or parties.

23. All plumbing, sanitary goods and materials are to be "equal to those of the J. L. Mott Iron Works Co. or other approved make."

24. In all cases Parsons Hard White Brass, Genuine Babbitt, best grade of Magnolia Metal or equal is to be used for lining of boxes and bearings.

25. All wiring, installation, fixtures and electric requirements of every kind are to be of approved U. S. Navy Standards and in accordance with U. S. Navy Standard Specifications.

New Jersey State Library

26. "Eastwood" valves and fittings or "their equal" of extra heavy pattern will be used throughout.

27. All non-conducting material for boilers, uptakes, condenser, steam and exhaust pipes and other parts needing covering will be of 1st class quality as made by H. W. Johns or Keasbey & Mattison Co., "Or other approved" sectional covering .

28. Proposals must be signed by the Bidder, enclosed in sealed envelopes addressed to Depot Quartermaster, 39 Whitehall Street, New York City, and marked "Proposals for building a Steel Screw Vessel for Harbor Service of the Q. M. Dept.," to be opened 12 o'clock noon, December 30, 1902.

I. W. LITTELL,
Major and Quartermaster, U. S. A.,
Depot Quartermaster.

SPECIFICATIONS
FOR CONSTRUCTION AND COMPLETE EQUIPMENT
OF A STANDARD STEEL SCREW VESSEL
FOR HARBOR SERVICE OF THE
QUARTERMASTER'S DEPARTMENT, U. S. ARMY.

1. *Principal dimensions.*

Length on deck..... 130 feet.
Length on load line (9 feet above base).. 123 feet.
Breadth of beam, moulded..... 27 feet
Depth, moulded, amidships..... 12 feet 4"
Draught, loaded..... 9 feet.
Speed, per hour..... 13 statute miles.

2. *Extent of specifications.*

These specifications are intended to cover the construction and equipment of a first class steel steamer, to be built, launched and fitted completely in all respects with all necessary fittings as hereinafter described or as shown on drawings, including boilers, machinery, spars, rigging, cargo derrick with steam winch, joiner work, painting, deck fittings, anchors, chains, life boats, steer-

ing gear, electric plant, windlass, galley fittings, fire hose, racks and buckets, binnacle and compass, engineer's and fireroom tools, bells and speaking tubes, cushions, oil and water tanks, cabin and ship lights, etc., in general all necessary and usual fittings for the successful operation of a first class vessel of similar type, whether specially mentioned or not, and any articles pertaining to the satisfactory completion of the vessel which may have been inadvertently omitted from these specifications or from the official drawings, but which are deemed necessary by the Officer in Charge, for the proper completion of the vessel in its entirety, are to be supplied by the contractor without extra charge. The vessel is to be delivered to the Department afloat, in good condition and running order, and in all respects satisfactory to the Department.

3. *Trials and speed:*

The Contractor will be required upon completion of the vessel, to test and determine the efficiency of his work, by trials both at dock and under speed. All trials to be made to the satisfaction of the Officer in Charge and should any faulty construction, defects or deficiencies in any respect be found, they are to be satisfactorily corrected by the Contractor. The Machinery is to be operated at the dock with full working pressure of steam until all steam joints and bearings are in good condition and engines can be run continuously at full speed without heating journals, after which a trial is to be made at full speed, without heating, over a measured course of 26 miles and return, this distance being covered in four consecutive hours. The start will be made with engines and boilers settled to good working condition and only natural draught will be used on the trip, the boiler pressure must not exceed 150 pounds per sq. in. All expenses of trials shall be borne by the contractor.

4. *Inspection.*

All work and materials entering into the construction of the vessel and machinery, also all fittings supplied, shall be subject at all times to the inspection of the Officer in Charge or Inspector designated for supervision of the construction, and any imperfect materials or fittings must be replaced and errors of construction amended as required to satisfactorily meet the requirements according to the true intent and meaning of these specifications. Every facility will be afforded Inspectors for the prosecution of their work. See also items No. 15 and No. 16 of conditions governing bidders.

5. *Drawings.*

All detail drawings necessary for the construction of the vessel and all its machinery, will be furnished as directed by and at the expense of the contractor and approved by the Inspector who must be furnished with six sets of blue prints before work is performed. The drawings which are furnished by the Department as a part of these specifications are simply to give a general idea of the character of the vessel desired, the general dimensions, internal arrangements, accommodations, &c., and any modifications of these plans suggested by the Contractor must be approved by the Inspector and Officer in Charge. Should it appear necessary or desirable in the course of construction, to make any changes of arrangements or detail, such changes shall be made by the Contractor without extra charge provided that the general character and style of work specified is maintained, and provided that the work has not already been executed.

The hull of the vessel will be built on first class tug boat lines, the Contractor, however, will be required to determine the exact lines on which to build to fulfill all requirements, displacement, draught, speed, etc. As soon as the fairing of the lines is completed upon the mold-loft floor, a tracing on scale of one half inch to the foot showing the faired lines and displacement in tons

to load line, together with a complete detail estimate of all weights entering into the construction of the vessel, machinery and equipment must be forwarded to the department for approval.

6. *Materials.*

All structural material used in the construction of the vessel, unless otherwise specified, must be of the best quality open hearth steel which shall have a tensile strength of not less than 58,000 pounds, nor more than 68,000 pounds per square inch of section, an elongation before fracture of 22 per cent on pieces 8" long and capable of standing the usual hot and cold bending tests satisfactorily.

All wood used in construction as hereinafter specified, must be thoroughly well seasoned, selected and free from all defects, sap, knots, splits, windshakes, etc. All other materials are to be of the best character as set forth in item No. 14 of conditions governing bidders.

7. *Workmanship:*

The workmanship throughout of every description to be of the most thorough character and, unless otherwise specified, fully equal to the requirements of the American Bureau of Shipping Rules for first-class steel vessels, particular care being taken to insure fair lines, smooth surfaces and perfect watertightness of all parts of the hull, houses etc., that are directed to be made watertight; all irregularities to be removed by rerolling, and all riveting to be carefully executed as per item No. 18 of specifications.

It is also the intention that all machinery entering into the construction of this vessel shall be strictly first class; that the boilers, pumps, engine, steering engine, electric plant appurtenances, and all fittings throughout shall be installed complete in all details and fully equal to or in accordance with the general rules and regulations prescribed by the Board of Supervising Inspectors of Steam Vessels as last amended.

EXHIBIT C–6.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, October 2, 1903.

Perth Amboy Shipbuilding, and Engineering Co., Perth Amboy, N. J.:

GENTLEMEN—Pursuant to the orders of the Honorable the Secretary of War, you are hereby informed and notified as follows:

Under date of January 24, 1903, a formal contract in writing was entered into by and between Colonel D. D. Wheeler, Assistant Quartermaster General U. S. Army, acting for and in behalf of the United States of America, party of the first part, and Perth Amboy Shipbuilding and Engineering Company, of Perth Amboy, N. J., party of the second part, by the terms of which the party of the second part undertook the construction and equipment of two steel screw steamers for the harbor service of the Quartermaster's Department, the entire work to be completed on or before the 29th day of June, 1903; and it was provided in said contract that—

"In case the party of the second part fails to complete in all respects and deliver the two steamers, or either of them, within the time herein specified, the loss resulting to the United States from such failure is hereby fixed at the rate of fifty (50) dollars per day per steamer for each and every day either or both of the steamers remain undelivered beyond the respective periods hereinbefore specified; and it is hereby stipulatd that the party of the first part may withhold such amount as liquidated damages from any money due and payable to the party of the second part by the United States for work done under this contract. The two steamers, when completed, to be delivered to the U. S. Quartermaster's Dept. at Perth Amboy, N. J.

"In the event of the Act of God, war, fire or strikes and lockouts of workmen, affecting the working of this contract, the date of completion of the steamers may be extended for such period as may be deemed just and reasonable by the party of the first part, to cover the time lost from any of the above mentioned causes."

It was further stipulated in said contract that, in case of the failure of the contractor to comply with the contract, the United States "shall have the power to complete the work at the expense of the party of the second part, in such manner as the party of the first part shall deem best for the interests of the public service."

It was also provided that the contractor "shall be paid ..... for complete construction and equipment of the two steamers, the total sum of one hundred and five thousand (105,000) dollars. Payments to be made at such times and in such amounts as the officer in charge of the work may elect, based upon estimates to be made by him of complete work," reserving twenty per cent. from each estimate "until the final completion and acceptance by the Government of the work under contract."

On the 29th day of June, 1903, the date stipulated in the contract for the completion of the entire work under contract, it was found, upon careful inspection by competent parties, that one of the vessels in question was only 20.1 per cent. constructed, and the other only 12.5 per cent. constructed. Since that date no appreciable amount of work has been done on either of the two vessels. It further appears, from reports rendered by inspectors, that the vessels are rusting considerably, not being protected from the weather, and by deterioration thus begun their life will be shortened.

Though requests were made by the contractors from time to time for partial payment on account of work done, these requests were not complied with at the time, for the reason that it was not considered that sufficient progress (25%) had been made to warrant payment.

Subsequent to the 29th day of June, 1903, it is understood, the contracting company met with financial difficulties, and the surety on the contract has requested that no payment be made to that company.

Though asked repeatedly to inform this office as to the action which it purposed to take in the matter, the surety has thus far neglected to declare its intention.

Should the work be taken out of the hands of the contractor and completed in accordance with the provisions of Article 5 of the contract, it would be necessary to do considerable work at the contractors's yards before the vessels are sufficiently advanced to permit launching for towing to another yard for completion.

In view of the foregoing, of the default of the contractor, of the large amount of work remaining to be done to complete these vessels, of the failure of the surety to state whether it would take up the work, it is believed that the contract must be treated as abandoned by the contracting company; and further, in view of the deterioration by rust, as above mentioned, of the delay and difficulties that would undoubtedly be encountered if the Department were to undertake the completion of the vessels, of the fact that no payment has been made to the contractor, and of the further fact that the Department will probably be able to procure two similar vessels nearly, if not fully, as soon by an entirely new contract with other parties, entered into after due advertisement, as it would by taking the work from the defaulting contractor and completing the same as rapidly as circumstances will permit: Now, therefore, it is hereby declared, and you are hereby so notified, that said contract dated January 24, 1903, entered into by and between Colonel D. D. Wheeler, Assistant Quartermaster General, U. S. Army, acting for and in behalf of the United States of America, of the first part, and Perth Amboy Shipbuilding and Engineering Company, of Perth Amboy, N. J., of the second part, for the construction and equipment of two steel screw

steamers for the harbor service of the Quartermaster's Department, is now deemed by the United States to have been broken and abandoned by the contracting company, and will from this date henceforth be so treated by this Department, the transaction with Perth Amboy Shipbuilding and Engineering Company is hereby terminated, and any and all claim to or interest in the two partially constructed vessels covered by the contract in question, is hereby relinquished by the United States, and the same are left to the control and ownership of said Perth Amboy Shipbuilding and Engineering Company or its Receiver.

You are hereby further notified that the defaulting contractor, Perth Amboy Shipbuilding and Engineering Company, its Receiver and its surety on said contract, jointly and severally, will be held by this Department liable for the payment of any increased cost which it may become necessary to incur under any new contract which may be entered into for the construction of two similar vessels in lieu of the two vessels referred to above, in excess of the sum of $105,000.00, the total sum stipulated in the defaulted contract as the price to be paid "for the complete construction and equipment of the two steamers," and will be held further liable for the payment of any and all damages that may result from the breach of said contract on the part of said contracting company.

A copy of this letter has this day been furnished the U. S. Fidelity and Guaranty Company, Baltimore, Mr., and to Mr. Willard P. Voorhees, surety on the defaulted contract above mentioned, and receiver of the contracting company, respectively.

Very respectfully,

(Signed) G. S. BINGHAM,

Major and Quartermaster U. S. A.,

No. 14 (115)/1903 *Depot Quartermaster.*

A true copy, respectfully furnished Willard P. Voorhees, Esq., Receiver for Perth Amboy Shipbuilding and Engineering Company, Corner of George and Church Streets, New Brunswick, N. J., for his information and notification.

G. S. BINGHAM
Major and Quartermaster, U. S. A.
Depot Quartermaster.

N. Y. Depot, Q. M. Dept.,
October 3, 1903.
No. 14 (115)/1903.

EXHIBIT C 8.

Contract printed as part of claim of United States, page 15 of Book.

See also as part of this exhibit circular and specifications printed as exhibit C 2.

EXHIBIT C 9.

IN CHANCERY OF NEW JERSEY.

BETWEEN
ALLEN L. RAMSEY,
Complainant,
and
PERTH AMBOY SHIPBUILDING AND ENGINEERING COMPANY,
Defendant.
} On Bill, &c.

On Appeal of the United States of America from the Refusal of Receiver to allow its claim.

STIPULATION.

It is hereby stipulated and agreed by and between Adrian Lyon, Solicitor for Perth Amboy Shipbuilding & Engineering Company and Willard P. Voorhees, Receiver of Perth Amboy Shipbuilding & Engineering Company, and John B. Vreeland, United States Attorney, Solicitor for the Claimant, United States of America, that a certain contract bearing date the twenty-fourth day of January, one thousand nine hundred and three, between Colonel D. D. Wheeler, Assistant Quartermaster General, United States Army, of the first part, and Perth Amboy Shipbuilding & Engineering Company, a corporation under the laws of the State of New Jersey, of the second part, was duly executed by the parties thereto, formal proof thereof being hereby waived, saving, however, all just exceptions thereto as to admissibility as evidence.

And it is further agreed by and between the Solicitors aforesaid that the execution of a certain other contract, bearing date the first day of December, one thousand nine hundred and three, between Major G. F. Bingham, Quartermaster, United States Army, of the first part, and Pusey & Jones Company, a corporation existing under the laws of the State of Delaware, of the second part, is also admitted as aforesaid, subject to all just exceptions thereto as to its admissibility as evidence.

And it is also agreed by and between the Solicitors aforesaid, that the steamers mentioned in the aforesaid contract, to be completed by the said Pusey & Jones Company for the sum of One Hundred and Fifty-Three Thousand Eight Hundred Dollars, have been completed and delivered to the United States of America; that both of said contracts were made for the benefit of the said United States of America, and that said sum of One Hundred and Fifty-Three Thousand Eight

Hundred Dollars has been paid to the said Pusey & Jones Company by the said United States of America.

ADRIAN LYON

Solicitor for the said Perth Amboy Shipbuilding & Engineering Company and Willard P. Voorhees, Receiver of the Perth Amboy Shipbuilding & Engineering Company.

JOHN B. VREELAND

United States Attorney,

Solicitor for the Claimant, United States of America.

EXHIBIT C 1 (p 159) LETTERS.

Book # 206—Page 5.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, January 30th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, New Jersey.

GENTLEMEN:—Herewith enclosed I return one copy blue-print of the prepiminary lines and table of weights for the Harbor vessels to be built under contract with you, with information, that these lines are approved, conditionally upon the vessels fulfilling the requirements of the specifications.

Respectfully,

D. D. WHEELER,

Asst. Quartermaster General, U. S. A.,

Depot Quartermaster.

#14/1903
1 enclo.

Book # 206—Page 72.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, February 3rd, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, New Jersey.

GENTLEMEN:—Referring to your communication of January 31, 1903, enclosing, for approval, blue-prints in quadruplicate showing preliminary lines of the two Harbor boats to be built by you for this Department, I desire to invite your attention to my letter of January 30th, from which it appears that the same have already been approved, conditionally upon the vessels fulfilling the requirements of the specifications.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14/1903.

Book 206, Page 342.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, February 17, 1903.

The Perth Amboy Shipbuilding and Engineering Company, Perth Amboy, N. J.

GENTLEMEN:—This office is in receipt of blue prints of Rider Plate, Vertical Keel and Flat Keel, submitted by you *without letter of transmittal.*

They have been examined at this office and it is found that before submitting them to the American Bureau of Shipping for approval, the changes enumerated on accompanying memorandum will have to be made to comply with the true intent and meaning of the Specifica-

tions. The necessary corrections are indicated upon one copy of the blue-print which is enclosed. The remaining blue-prints are returned under separate cover.

Your early attention is requested.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

14–1903
10 encls.

Book # 206—Page 343.

MEMORANDUM OF CHANGES ON PLAN OF RIDER PLATE, VERTICAL KEEL, AND FLAT KEEL, FOR STANDARD STEEL SCREW STEAMERS, SUBMITTED BY THE PERTH AMBOY, SHIPBUILDING AND ENGINEERING CO.

1. Butts of garboard strakes should be at least two frames space apart from each other. Section XXIII, Paragraph 12, Page 71, American Bureau of Shipping Rules. In making this change in the
20 garboard strakes, care must be taken to see that the butts in hull plating are properly shifted in accordance with the American Bureau of Shipping Rules.
2. The width of butt straps for flat and vertical keel and rider plates are too narrow, as shown, and should be changed to agree with Table 9, Page 126, American Bureau of Shipping Rules, namely 14″, 11-½″ & 11-½″ wide.
3. Width of lap of flat keel and garboard strakes should be increased to agree with Table 9, Page
30 126, American Bureau of Shipping Rules, namely 4-½″.
4. Fore and aft rivet spacing in flat keel and garboard strakes should be diminished to agree with Section XXVI, Paragraph 7, Page 76, American Bureau of Shipping Rules, namely 3″.
5. Rider plate butt straps, as shown, are in some cases 10 frames space and in other cases 8 frames space; they should be changed to make them all 8

frames space, and to properly shift with garboard as well as flat and vertical keel plates.

6. Butts of keel, and rider plate angles should be run with alternate shifts, each angle 18 frames space long, butts being properly shifted, being not less than two frames space from the butt of the respective member or vertical keel plate, and not within the same frame space as the opposite member or garboards.

7. Floors of frames from bow to frame # 12, inclusive, to be of 10 lb. plate; floors from # 13 to frame # 28, inclusive, to be of 12-½ lb. plate; floors throughout engine and boiler space, from frame 29 to frame # 57, inclusive, excepting under boiler saddles, to be of 15 lb. plate, under boiler saddles, 17 lb plate; floors from frame # 58 to frame # 63, inclusive, to be of 12½ lb. plate, and aft of frame # 63 floors are to be of 10 lb. plate.

See specifications, item 14, Page 13, also American Bureau of Shipping Rules, Table 1, (part 3) Page 109.

8. The butts of garboards are shown lapped, which will do for under water plating, but plating above water line must have butt straps, finished with flush butts.

9. Size of keel and rider plate angles should be marked on plan, namely 3-½" x 3" x 7.8 lbs.

Book # 206—Page 612.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, February 28th, 1903.

Perth Amboy Shipbuilding and Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of the 25th instant, submitting for approval blue-prints

showing details of construction, etc., of steamers being built by you for this Department, I return herewith one copy of blue-print of *shell expansion,* with request that you will correct and re-submit the same amended in accordance with red ink notations thereon.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

4/19)
#14/1903.
1 enclo.

Book # 206—Page 652.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, March 3rd, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of the 25th ultimo, submitting blue-prints, in sextuplicate, showing details of construction of two steamers being built by you for this Department, I return to you herewith, for your guidance, one copy, approved as amended in red ink, of blue-print showing *rider plate, vertical keel and flat keel.*

It is requested that an additional copy of this blue-print, showing thereon red ink emendations and copy of approval, be furnished this office, and that in future one copy in addition to the six called for by the contract, making seven (7) copies in all, of all plans submitted, be furnished, one copy of which will be returned to you when approved; this to enable the Depot Quarter-

master to comply with the requirements of the Department.

Very respectfully,
D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

(14/19)
#14/1903.
1 enclo.

Book # 206—Page 756.

WAR DEPARTMENT.
S
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, March 6th, 1903.

Perth Amboy Shipbuilding and Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of February 25, 1903, submitting for approval various blue-prints showing details of construction of the two standard steel steamers being built by you for this Department, your attention is requested to the following memorandum of changes which are considered necessary in the design of the engines, viz:

1. Bed plate to be made to agree with width of foundations as shown on plan and to be symmetrical; to be well ribbed and have plenty of holding down bolts; in type to be the same as on the "Henry Wilson."
2. Top of air pump and gland to be of bronze and divided into halves for getting at pump. The crosshead slide to be changed so as to provide against the twisting tendency of the crosshead. Air pump arrangement to be of the same general type as on the "Henry Wilson."
3. Connecting rods to be of the same general type as on the "Henry Wilson."

4. Reversing engine to be changed to line properly, and to be placed on the engine bed; brackets and arms of reversing shaft to be made heavy.

5. Pistons, piston rods and crossheads to be the same as on the "Henry Wilson," nuts of the piston rods and crossheads to be locked, in an approved manner.

Piston rod nuts as shown on blue-print are too small.

6. Receiver and exhaust pipes to be arranged the same as on the "Henry Wilson."

The arrangement as submitted does not give the required flexibility in receiver pipe, and complicated low pressure cylinder casting. Main steam pipe to be at least 5-½" diameter; receiver pipe at least 9", and exhaust pipe at least 12".

7. Width of ports on low pressure valve should be increased to 1-½", narrowing up valve to suit, and increasing travel of valve accordingly. High pressure valve travel should also be increased, as the eccentrics are too small to provide for the adjustment required by section 122, page 39 of the specifications.

8. Valve stems to be made 2-⅜" where they pass through the stuffing boxes. Valve stem guides must have adjustable brasses, and valve stem must be at least 2-⅝" across the flat of guide portion.

9. Webs of crank shaft must be increased to about 6-¼" in thickness, and are to be the same thickness throughout, and of the same shape as on the "Henry Wilson." The crank pins must be at least 8-¾" in diameter where they pass through the webs, and the main shaft must be at least 9-½" in diameter where it passes through the webs. Crank shaft to be enlarged to at least 8-¾" for eccentrics and pinch wheel.

10. Balance cylinders for valves are to be 4″ for high pressure and 7″ for low pressure, both fitted with removable covers.
11. All main bearings to be the same. There must be two between the H. P. and L. P. cylinders, with 1″ space between them; caps and brasses to be interchangeable throughout.
12. Piston rod stuffing boxes to be made separate from the cylinder heads, of brass, and similar in construction to those on the "Henry Wilson." Piston rod packing to have at least ¾″ space, and valve stem boxes to have brass bottom ring and at least ⅝″ space. All stuffing boxes to be fitted with Katzenstein's packing or equal, which must be submitted for approval.
    Boxes to be properly proportioned and have secondary stuffing boxes with soft packing, also proper means of lubrication.
13. L. P. valve cover to have peep holes.
14. Type of L. P. balance ring is approved as shown, but ring must be carried on valve cover, running surface being provided on valve; springs also being provided for keeping valve on face.
15. H. P. valve to be arranged to take steam in the centre, exhausting at the ends. This will result in the valve being much smaller in diameter.
16. Main guides to be lengthened so that slippers will not overrun more than 1″ at each end.
17. Pitch of condenser tube to be 1-⅛″ from centre to centre triangular pitch.

In view of the considerable number of changes required, it is requested that you will make and submit, as early as practicable, corrected blue-prints (seven copies), embodying these changes, for approval.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14/1903.

Book # 206—Page 847.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, March 9th, 1903.

Perth Amboy Shipbuilding and Engineering Co., Perth Amboy, New Jersey.

GENTLEMEN:—Referring to your contract for building two steel steamers for this Department, I return to you herewith one copy of plan submitted by you showing details of stern post, etc., with request that you will correct the same and re-submit for approval (7 copies), as indicated in red ink; the gudgeons to be bushed in accordance with section 10, p. 12 of the specifications. The opening for the propeller should be at least 4 ft. 2″, with the changes shown on hub in order to take off propeller wheel without removing shafting.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14/1903.
1 Enclo. (29)
herewith.

Book # 206—Page 892.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, March 10th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of Feby. 25, 1903, submitting for approval various plans showing details of construction of the two boats being built by you for this Department, I return herewith, for

your guidance, one copy, approved, as modified in red ink, of blue-print showing details of midship section.

An additional copy of this blue-print is requested, showing modifications and copy of approval indorsed thereon.

Your attention is called particularly to the narrowing of the upper deck six inches on each side amidship, as indicated; also the increased width of the machinery space enclosure from 10 feet to 11 feet,—in order to allow installation and removal of boiler without disturbing the house structure.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.
By I. W. LITTELL,
Major & Quartermaster, U. S. Army.

#14/1903.
1 enclo. (19) herewith.

Book # 207, Page 103.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, March 14, 1903.

1st Indorsement.

OFFICE OF THE DEPOT QUARTERMASTER,
NEW YORK, N. Y., March 14, 1903.

Respectfully returned to the Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. Y., with information that the blue-print of boilers submitted has been approved by the American Bureau of Shipping with slight modifications which, however, will not interfere with ordering the boilers, as notified by 'phone.

It is suggested that six (6) additional prints of boiler be forwarded at once, when approval copy will be returned to them.

D. D. WHEELER,
Asst. Qr. Mr. General, U. S. A.,
Depot Quartermaster.

(32)
#14/1903.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, March 16th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of March 5, 1903, I return herewith, for your guidance, one copy, approved, of blue-print showing details of shell expansion, etc., of the two steel steamers under construction by you for this Department.

Respectfully,
(Sgd) D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(29)/1903.
1 enclo.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, March 17th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—I beg to acknowledge receipt of your communication of the 16th instant, relative to delay in final approval of detail plans of the two steamers being built by you for this Department, and to inform you that the blue-print of shell expansion was mailed to you yesterday.

In this connection it is thought proper to suggest that, if a little more care is taken on your part to submit correct and acceptable plans in the first instance, a great saving of time and unnecessary labor will be effected.

Respectfully,

(Sgd) D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(35)/1903.

WAR DEPARTMENT.

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, March 18th, 1903,

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of March 6th, 1903, forwarding for approval blue-prints of stem and water-tight bulkheads of the two vessels under construction at your yards for this Department, I return herewith, for your guidance, one copy, approved, of each of said (two) blue-prints, with modifications shown thereon in red ink.

Respectfully,

(Sgd) D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(30)/1903.
2 enclos. (7/30 & 12/30) herewith.

WAR DEPARTMENT.

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, March 23rd, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication dated March 20th, 1903, submitting various blue-prints

showing details of construction of the two vessels being built by you for this Department, I return herewith, for correction, one copy of print showing details of cylinders, with request that you will re-submit this plan modified in accordance with red ink notations made thereon —furnishing seven (7) copies.

Respectfully,

(Sgd) D. D. WHEELER,

Asst. Quartermaster General, U. S. A.,

Depot Quartermaster.

#14(38)/1903.
1 enclo. (9/39).

WAR DEPARTMENT.

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, March 24th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication dated March 20th, 1903, submitting various blue-prints showing details of construction of the two vessels being built by you for this Department, I return herewith, for correction, one copy each of blue-prints (2) showing crank-shaft, and connecting and piston rods, with request that you will re-submit these plans (7 copies each), modified in accordance with red ink notations made thereon.

Respectfully,

(Sgd) D. D. WHEELER,

Asst. Qtuartermaster General, U. S. A.,

Depot Quartermaster.

#14(38)1903.
2 enclos. (15/38
& 26/38).

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, March 24th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring further to your communication of the 20th instant, submitting various detailed plans for approval, I return herewith, for correction, one copy of blue-print showing details of air-pump and gear, with request that you will make and re-submit plan modified in accordance with red ink notations made on same—submitting seven (7) copies.

Respectfully,
(Sgd) D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(38)1903.
1 enclos. 31/38.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, March 28th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of March 20, 1903, submitting for approval, with others, detail plans of main deck of the two vessels being constructed by you for this Department, I return to you herewith for your information and guidance, one copy of said plan, approved as modified in accordance with red ink notations made thereon.

Respectfully,
(Sgd.) D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(38 & 41)/1903.
1 enclo. (20/38) herewith.

WAR DEPARTMENT.

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, April 4th, 1903.

Perth Amboy Shipbuilding and Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication dated March 31st, 1903, submitting blue-prints showing details of cant frames, water-tight flat, etc., of the two vessels being constructed by you for this Department, you are informed that, with a view to avoiding delay in ascertaining the probable ruling of the American Bureau of Shipping on this plan, it was preliminarily submitted to them, with the result that they require the following changes:

1.—Cant frames to be increased from three to five on each side of vessel with deck beams on cant frames #1, #3 and #5, all arranged and spaced as shown by modifications made on plan in red ink.

2.—Floors and gussets to be increased on all cant frames as shown by modifications.

4.—Lower bilge stringer to stop at, but not to go through water-tight bulkhead at frame #63, also as shown by modifications in red.

One copy of the blue-print, as modified, is herewith returned to you for correction, with request that you will re-submit detailed plan (7 copies) of these parts, in accordance with above requirements.

Respectfully,

(Sgd.) D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(45)/1903.
1 enclo. (3/45).

WAR DEPARTMENT.

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, April 15th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 10th instant, submitting for approval various detailed plans of construction of the two vessels in course of construction by you for this Department, I return herewith, for correction, one copy each of blue-prints showing *16* *18* details of bed-plate and condenser, with request that you will please re-submit these plans (7 copies) corrected in accordance with modifications appearing on the same in red ink.

Respectfully,

(Sgd.) D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(46)/1903.
2 enclos.

Book #208—Page 55.

WAR DEPARTMENT.

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, April 20th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your favor of the 10th instant, submitting various blue-prints showing details of construction of the two vessels being constructed by you for this Department, I return herewith, for your guidance, one approved copy each of five of said plans, viz:

(1) Cylinders,
(2) Pistons,
(3) Connecting and piston rods (as modified)
(4) Crank shaft. Do.
(5) Air pump Do.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

(46)
#14/1903.
Plans accompanying.

Book #208—Page 80.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, April 21st, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of the 20th instant, submitting for approval detailed plans of propeller and stern tube of the two vessels being constructed by you for this Department, I return herewith the two blue-prints mentioned, for correction in accordance with red ink notations made thereon. When this is done and the plans (7 copies) re-submitted so corrected, they will be approved. In re-submitting the plans you will please also return the corrected prints which are enclosed herewith.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(51)/1903.
2 enclos.

Book #208—Page 91.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, April 22nd, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of the 16th instant, submitting for approval detailed plans of rudder and stern post of the two vessels in course of construction at your yards for this Department, I return herewith, for your guidance, one copy each of said plans of rudder and stern post, the former approved as modified in red ink, the latter approved as submitted.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(49)/1903.
2 enclos.

Book #208—Page 157.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, April 24th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 22nd instant, submitting detailed plans of various parts of the two vessels in course of construction at your yards for this Department, I return herewith one copy of blue-print showing details of stringer and bilge keel, with request that you prepare and re-submit this plan

corrected as shown by modifications made in red ink—seven (7) copies as usual.

Respectfully,

D. D. WHEELER,

Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(54)/1903.
1 enclo.

Book #208—Page 184.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, April 27th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 21st instant, submiting, for approval, blue-print (1 copy) showing coal bunker bulkhead and details, of the steamers now building at your yards for this Department, I return herewith said blue-print for correction in accordance with red ink notations thereon, and request that you re-submit the same (the usual 7 copies) so corrected; the enclosed blue-print to be returned also, therewith.

Respectfully,

D. D. WHEELER,

Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14/1903(52)
1 Enclo.

Book #208—Page 183.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, April 27th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your contract for building two steel steamers, and to your communication of March 21st, 1903, submitting detailed plan of cant frames for same, your attention is invited to verbal request made on the 23rd instant, by a representative of this office, that you furnish this office with five additional copies of this blue-print as corrected, and your promise of immediate compliance,—only two copies of said plan having been submitted by you. The request has not yet been complied with.

You will kindly furnish at once the additional blue-prints requested, and in future, when submitting drawings officially for approval, you will please furnish the usual seven copies thereof in the first instance.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14/1903.

Book #208—Page 222.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, April 29th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 25th instant, submitting for approval detailed plan (in

duplicate) showing forward floors and chain locker bulkhead of steamers in course of construction by you for this Department, I return herewith one copy of said plan, with request that you re-submit the same (7 copies) corrected as indicated by modifications made thereon in red ink.

Respectfully,

D. D. WHEELER,

Asst. Quartermaster General, U. S. A.,

Depot Quartermaster.

#14(55)/1903
1 enclo.

Book #208—Page 281.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 2nd, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 27th ultimo, submitting blue-print showing details of stringer and bilge keel of the two vessels in course of construction at your yards for this Department, I return herewith, for your guidance, one copy of said blue-print, approved as re-submitted.

Respectfully,

D. D. WHEELER,

Asst. Quartermaster General, U. S. A.,

Depot Quartermaster.

#14/1903.
(54-¼)
1 enclo.

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WAR DEPARTMENT,

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 2nd, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—By referring to my communication of April 27th, 1903, returning modified blue-print of coal bunker bulkhead and details, of the two vessels under construction by you for this Department, you will note therein a request for the return to this office of said modified blue-print, together with the corrected plan submitted by you. The corrected plan has been received, but the request for the return of the modified plan has not been complied with. Kindly send the same without delay, and oblige.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(52)/1903.

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WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 2nd, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of the 1st instant submitting blue-prints of valve gear and slide valves, on vessels being constructed by you for this Department, I return herewith the plan of slide valves, for correction as shown by red ink modifications thereon; seven copies of corrected plan to be submitted

for approval, *and this blue-print to be returned therewith.*

Respectfully,

D. D. WHEELER,

Asst. Quartermaster General, U. S. A.,

Depot Quartermaster.

#14(60)/1903.

1 enclo.

Book #208—Page 297.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 4th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—By reference to the various office communications of recent date returning to you for correction blue prints showing details of construction of the two vessels being built by you for this Department, you will observe that in each case where you have submitted only a single copy of the print in the first instance, you have been requested, in re-submitting corrected plans, to return therewith the modified print to this office. Up to the present time these requests, in at least two instances appear to have been overlooked or ignored, viz: In my letter of April 21st you were requested to return to this office modified copies of plans showing propeller and stern tube; and in my letter of April 27th the return of modified plan of bunker bulkheads was requested.

In cases where preliminary plans are submitted in duplicate a copy of the same as modified may be retained here; but when one copy only is submitted it should be returned, to enable this office properly to check the corrections made, and avoid the necessity of going repeatedly over each plan in detail and forcing upon this office a large part of the engineering work which prop-

erly devolves upon the contractor It may be proper to state also that the course heretofore pursued must cause considerable delay in the final approval of the plans. This office must insist, therefore, that all preliminary plans be submitted hereafter in duplicate, or that the modified plan be returned; also, that all modified plans whose return has heretofore been requested be forwarded without delay.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14/1903.

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WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 4th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 1st instant, submitting detailed plans (1 copy each) showing valve gear, etc., of the two vessels in course of construction by you for this Department, I return herewith said plan of valve gear for correction in accordance with modifications shown thereon in red ink, the same to be re-submitted (7 copies) for final approval.

When re-submitting this plan you will kindly return to this office the modified print enclosed herewith.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(60)/1903.
1 enclo.

Book #208—Page 412.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 9th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 4th instant, submitting detailed plan of cant frames, water-tight flat, etc., of the two vessels being built by you for this Department, I herewith return, for your guidance, one copy, approved, of said blue-print.

Respectfully,

D. D. WHEELER,

Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(54-¾)1903.
1 enclosure.

Book #208—Page 414.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 9th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 5th instant, submitting plan (6 copies only) showing details of *windlass* for the two boats being built by you for this Department, you are informed that the plan in question has been approved. No copy of the same is returned to you, however, for the reason that, having been submitted one copy short, the remaining copies are

all absolutely necessary for the purposes of the Department.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(61-¼)/1903.

Book #208—Page 450.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 9th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication dated 6th instant, submitting blue-print (2 copies) of shell expansion of the two vessels under construction by you for this Department, for preliminary approval of riveting, you are requested to furnish five (5) additional copies of said blue-print, when the same will be submitted to the American Bureau of Shipping, for their approval.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(62)/1903.

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WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 9th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 5th instant, re-submitting corrected plans showing de-

tails of forward floors and chainlocker bulkhead pertaining to the two vessels being constructed by you for this Department, I return herewith, for your guidance, one copy of said blue-print, approved.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(55-¼)/1903
1 enclosure.

Book #208—Page 415.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 9th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 1st instant, re-submitting, among others, corrected plans of condenser and housing pertaining to the two vessels being built by you for this Department, I return herewith, for your guidance, one copy of said plan, approved as modified. Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(60)/1903.
1 Enclosure.

Book #208—Page 413.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 9th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of

1st instant, re-submitting, among others, detailed plans of bed plate and bearing, pertaining to the two vessels being built by you for this Department, I return herewith, for your guidance, one copy of said blue-print, approved.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(60)/1903

Book #208—Page 575.

WAR DEPARTMENT.
S
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 15th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—I desire to call your attention to my letter of May 4, 1903, requesting return to this office of certain modified copies of plans pertaining to the two steamers in course of construction by you for this Department, to which letter no reply whatever has been received.

I trust I am not asking too much when I request the courtesy of a reply to my communication.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.
By I. W. LITTELL,
Major & Quartermaster, U. S. A.

#14/1903.

Book #208—Page 627.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 19th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Replying to your communication dated 18th instant, the receipt of blue-prints (modified) showing propeller and stern tube of the vessels being built by you for this Department is acknowledged. I beg to remind you, however, that one of the prints called for is still lacking, viz., that of the coal bunker bulkhead. Please return same as soon as practicable.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. Army,
Depot Quartermaster.
By I. W. LITTELL,
Major & Quartermaster, U. S. A.

#14(61C)/1903.

Book 208/660.

WAR DEPARTMENT.

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 19th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Replying to your communication of 18th instant, submitting blue print (1 copy) of a 4-inch circulating pump proposed for use on the two steamers being built by you for this Department, I return the plan herewith without my approval. These pumps should be the same size as those used on the "Henry Wilson"

and the "Sprigg Carroll", which were 6-inch D. S. pump directly connected to 5″ x 5″ engine, suction 7″, discharge 6″; composition runner and casing, bronze pump shaft.

It is requested that plan of circulating be re-submitted in accordance with requirements.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.
By I. W. LITTELL,
Major & Quartermaster, U. S. A.

14(71)/1903.
1 enclo.

Book #208—Page 680.

WAR DEPARTMENT.
S
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 20th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your comunications of 6th and 12th instant, submitting for approval detailed plans of shell expansion, riveting, etc., pertaining to the two vessels being built by you for this Department, I return to you herewith, for your guidance, one copy of said blue-print, approved.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.
By I. W. LITTELL,
Major & Quartermaster, U. S. A.

#14(62)/1903.
1 enclo.

Book #208—Page 679.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 20th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 8th instant, submitting for approval detailed plans of boilers and uptakes for same, pertaining to the two vessels being built by you for this Department, I return to you herewith, for your guidance, one copy each of said two blue-prints, approved.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.
By I. W. LITTELL,
Major & Quartermaster, U. S. A.

#14(63)/1(3.
2 enclos.

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WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 21st, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 13th instant, submitting, among others, blue-print (2 copies) showing *details of shafting* of the two vessels building for this Department at your yards, I return herewith said blue-print of shafting, for correction in

accordance with modifications made thereon in red ink, the plan to be resubmitted as corrected (7 copies).

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(66)/1903.
1 enclo.

Book #208—Page 733.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 21st, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 13th instant, submitting various blue-prints showing details of vessels under construction at your yards for this Department, I would request you to furnish five additional prints showing *cylinder drain gear,* and the same number of prints of *throttle valve and levers.* The latter will require slight modification, but if the additional copies are furnished, the change will be made here.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14/1903.
(66)

Book #208—Page 753.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,
NEW YORK, N. Y., May 22nd, 1903.

Respectfully returned to Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

It has been determined that the pump which it is proposed to furnish, as indicated within, is not of proper size, and it is requested that plans be submitted in accordance with my letter of May 19th.

D. D. WHEELER,
Asst. Qr. Mr. General, U. S. A.,
Depot Quartermaster.

(71-¼)
#14/1903.

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WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 23rd, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your contract for building two steel steamers for this Department, it is noted that you have not as yet submitted any plans for lifeboats or specifications for white metal to be used on the two vessels.

It will be necessary, before placing your orders, that proper plans and schedules of these, as well as all other auxiliaries, supplies, etc., be submitted for approval.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14/1903.

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WAR DEPARTMENT. 10
S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 26th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 11th instant, submitting blue prints (7 copies) showing details of hoisting engine proposed by you for use on the two vessels in course of construction by you for this 20 Department, I return to you herewith six copies of said plan, with remark that the same is not in accordance with the specifications.

It is requested that new plans be submitted in accordance with verbal instructions given your Mr. Williamson on the occasion of his recent call at this office.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster. 30

#14(65)/1903.
6 enclos.

Book #208—Page 860.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 26th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communications of 13th instant, submitting, among others, plans (2 copies each) showing (a) *thrust and spring bearings,* (b) *reversing engine and gear,* and (c) *receiver and exhaust pipe*—all pertaining to the two vessels in course of construction by you for this Department, I return to you herewith one copy each of the said blue-prints, for correction in accordance with red ink notations made thereon, and re-submission for approval (7 copies).

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(66)/1903.
3 enclos.

Book #208—Page 858.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department.
Army Building, Whitehall Street,
NEW YORK CITY, May 26th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 9th instant, submitting plans (2 each) of (a) galley and feed fresh water tanks, and (b) location of stanchions in hold,—pertaining to the two vessels being constructed by you for this Department, I return herewith one copy each of the two blue-prints in question, for correction

in accordance with red ink notations made thereon, and re-submission (7 copies).

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(64)/1903.
2 enclos.

Book #209—Page 38.

WAR DEPARTMENT.
S
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 28, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 16th instant, submitting corrected plans of *propeller and stern tube* pertaining to the two vessels in course of construction by you for this Department, I return to you herewith, for your guidance, one copy each of the two plans in question, approved.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(60)/1903.
2 Enclos.

Book #209—Page 39.

WAR DEPARTMENT.
S
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 28th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your contract for constructing two steel steamers for this Department, I

return to you herewith one copy of approved plan of coal bunker bulkheads, for your information and guidance.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(61/1903.
1 Enclos.

Book #209—Page 41.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 28th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 13th instant, submitting corrected plans of slide valves and valve gear pertaining to the two vessels being constructed by you for this Department, I return to you herewith, for your guidance, one copy of each of said plans, approved.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot. Quartermaster.

#14(66)1903.
2 enclos.

Book #209—Page 40.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 28th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 11th instant, submitting, among others, corrected plans

showing steering gear of the two steamers being built by you for this Department, I return to you herewith one copy of said plan, approved, for your guidance.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(66)1903
1 enclos.

WAR DEPARTMENT.

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 28th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of the 27th instant, submitting plans (2) of Blake Feed Pump pertaining to the two steamers being built by you for this Department, I return to you herewith one approved copy of each of said plans for your guidance.

Respectfully,

(sgd) D. D. WHEELER
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(67)/1903.
2 enclos.

WAR DEPARTMENT.

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, June 5th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your letter of May 25, 1903, submitting plans (2) showing position of stop valve casting on boilers, and proposed alterations to beams, pertaining to the two vessels being constructed by you for this Department, I return to you herewith,

without my approval, one copy of each of said plans, and invite your attention to the fact that the castings, as proposed, could not be removed to renew the joints.

The fittings must be changed to one side, as verbally understood May 27, 1903, on side with butt-strap; butt-strap to shift, if necessary, to clear the casting properly. The reinforcing ring on the boiler will have to be made of forged steel, instead of composition as shown on boiler plan.

Please submit plan showing changed location of steel casting, also butt-straps and manhole on shell of boiler, for approval, before proceeding with this part of the work.

Respectfully,
(sgd) D. D. WHEELER
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(77)/1903.
2 enclos.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, June 6th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 1st instant, submitting, with others, plan in duplicate showing continuation of intercostals beyond frame #49, pertaining to the two vessels now in course of construction by you for this Department, I return to you herewith one copy of said plan, for correction in acordance with red ink notations made thereon, and re-submission.

Respectfully,
(sgd) D. D. WHEELER
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(83)/1903.
1 enclo.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, June 6th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 26th ultimo, submitting plan in duplicate showing boiler feed tank, pertaining to the two vessels in course of construction by you for this Department, I return to you herewith one copy of said blue-print for correction in accordance with red ink notations made thereon, and resubmission.

Respectfully,
(sgd) D. D. WHEELER
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(77)/1903.
1 enclo.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, June 6th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of May 15, 1903, submitting plan (2 copies) of engine and boiler foundation, pertaining to the two vessels being constructed by you for this Department, I return to you herewith one copy of said plan, with request that you will correct the plan in accordance with red ink notations made thereon, and resubmit seven copies for approval.

Respectfully,
(sgd) D. D. WHEELER
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(70)/1903.
1 enclos.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, June 9th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of May 21, 1903, submitting, among other enclosures, blueprint in duplicate of profile purporting to show location of weights, etc., pertaining to vessels being constructed by you for this Department, I return herewith one copy of said profile for correction, the same not having been submitted in accordance with specifications and with distinct verbal understanding between representatives of this office and your own.

About the middle of February last, Mr. Liljegren, then your Chief Draughtsman, was informed verbally regarding the requirements, and at various times since that representatives of your Company have had their attention called to them; moreover, on the 27th ultimo, during the visit of representatives of this office to your yards, your present Chief Draughtsman and such other persons as were there present and in authority were informed of the incompleteness of the plans accompanying the tracings of lines, and what was necessary to be supplied.

It will be necessary for you to furnish a tabulated list showing all weights entering into the vessel, in detail, giving the arm of the centre of gravity of each from #5 station on your tracing of the lines, as that tracing does not show the location of #6 station of the preliminary lines; this list to show the weights grouped under their respective heads of "Hull", "Engineering", "Coal" and "Water", with the centre of gravity of each group as a whole, as well as the various weights in detail comprising each group; also the total weight of all the groups combined, together with the centre of gravity of the whole; the water to be given, with the arm for

the centre of gravity, for each tank separately, and for all tanks collectively,—not, however, to include water in the boilers or condensor, the weights of boilers and condensor to be given separately, both with and without water; the weights of stern tube and of water piping to be given including water; all other weights not specified above to be given without water

It is absolutely necessary that all parts of the plan of weights be accurate to scale, that the various important frames as well as all stations be correctly shown, to agree with the tracing of lines.

It is also required that the exact location of the centre of gravity of displacement be indicated.

Respectfully,

(sgd) D. D. WHEELER

Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(75)/1903.
1 enclo.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, June 15th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of June 6, 1903, submitting for preliminary approval blue-print in duplicate showing stop-valve castings pertaining to the two vessels under construction by you for this Department, I return herewith, without my approval, one copy of said blue-print, and would invite attention to the fact that it shows the stop-valve casting placed on the boiler contrary to instructions given in my letter of June 5, 1903.

The main stem pipe opening should be placed as low down on the stop-valve casting as possible, so as to do away with the pocket in the main steam pipe which would result from the arrangement proposed by you.

The hole in the shell for the stop-valve casting to be made as small as possible,—not over eight (8) inches in diameter.

The butt seams in the shell to be shifted so that the top seam will clear the seams in the heads about as much below, as it now does above those seams as shown on the boiler drawing.

The location of the main steam branch was fully discussed with your Mr. Smith at Perth Amboy on the 10th instant by a representative of this office.

The material for the boilers was tested by the Supervising Inspector as recently as June 8th, and you were advised on June 5th of the proposed change in the butt-straps in order properly to place the stop-valve casting. I only mention this in view of recent correspondence relative to boiler uptakes, and to show that sufficient time has been given to avoid any claim for extra allowance growing out of possible failure on your part to take up promptly the matter of these changes with the builders of the boilers.

Respectfully,
(sgd.) D. D. WHEELER
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(85)/1903.
1 enclo.

Book #209—Page 522.

WAR DEPARTMENT.
S
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, June 16th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of May 29th, 1903, submitting two blue-prints (7 copies each) showing details of *receiver and exhaust pipe*, and *thrust and spring bearings* and pry wheel, pertaining to

the two vessels being built by you for this Department, I return to you herewith, for your guidance, one copy of each of said blue-prints, approved.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(81)/1903.
2 enclos.

Book 209/523

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, June 16th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of May 29, 1903, submitting blue print (7 copies) of reversing engine and gear pertaining to the two vessels being built by you for this Department, I return to you herewith one copy, approved, of said blue print, for your information and guidance.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(82)/1903.
1 enclo.

Book #209—Page 556.

WAR DEPARTMENT.
S
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, June 17th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 28th ultimo, submitting among others, blue-print in

duplicate showing details of *smoke stack* pertaining to the two steamers being built by you for this Department, I return to you herewith one copy of said plan for correction in accordance with red ink notations made thereon; same to be re-submitted (7 copies) as corrected.

Respectfully,

D. D. WHEELER,

Asst. Quartermaster General, U. S. A.,

Depot Quartermaster.

#14(79)/1903.

1 enclo.

WAR DEPARTMENT.

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, June 19th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of May 28, 1903, submitting blue-print in duplicate showing bulwark, midship house, after cabin and machinery space enclosure pertaining to the two vessels in course of construction by you for this Department, I return to you herewith one copy of said blue-print for correction in accordance with notations made thereon in red ink; seven copies of plan as so corrected to be submitted for approval.

Respectfully,

(sgd.) D. D. WHEELER

Asst. Quartermaster General, U. S. A.,

Depot Quartermaster.

#14(80)/1903.

1 enclosure.

Book #209—Page 768.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, June 24th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 2nd instant, submitting blue-print (7 copies) showing location of *stanchions* in hold, pertaining to the two vessels being constructed by you for this Department, I return to you herewith, for your guidance, one approved copy of said blue-print.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(84)/1903.
1 Enclos.

Book #209—Page 769.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, June 24th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 28th ultimo, submitting blue-prints pertaining to the two vessels in course of construction by you for this Department, I return to you herewith, for your guidance, one copy of each of the following plans, viz:

34 (a) Cylinder drain gear, approve.
35 (b) Shafting—approved as modified.

37 (c) Throttle valve and levers,—approved as modified. Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(79)/1903
3 enclos.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, July 15th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of June 1, 1903, submitting plan of boat davits for the two vessels being constructed by you for this Department, I return herewith one copy of said plan, accompanied by a memorandum of changes required, together with plan of davits and mode of reaving falls of the Standard Automatic Releasing Hook Co.

Please correct the plan in accordance with these requirements and re-submit same (7 copies) for approval.

Respectfully,
(sgd) D. D. WHEELER
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(83)/1903.
3 enclos.

Book #210—Page 387.

WAR DEPARTMENT.
S
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, July 16th, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of 10th instant, submitting blue-print (7 copies) of *hoist-*

ing engines for the two vessels in course of construction by you for this Department, I return to you herewith, for your guidance, one approved copy of said blue-print.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(104)/1903.
1 enclos.

Book #210—Page 571.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, July 22, 1903.

Perth Amboy Shipbuilding & Engineering Co., Perth Amboy, N. J.

GENTLEMEN:—Referring to your communication of May 20, 1903, submitting plan (7 copies) of *Multicoil Feed Water Heater* for the two vessels being constructed by you for this Department, I return herewith, for your information and guidance, one copy of said plan, approved as modified, conditionally upon the heater proving satisfactory in service.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(73)/1903.
1 enclos.

EXHIBIT C 2 (p. 159) LETTERS.

Book #206—Page 67.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, February 3rd, 1903.

American Bureau of Shipping, #66–70 Beaver Street, New York, N. Y.

GENTLEMEN:—I have the honor to advise you that the two vessels now in course of construction at the yards of the Perth Amboy Shipbuilding and Engineering Company, at Perth Amboy, New Jersey, for the Quartermaster's Department, will be built under the special survey of your Bureau, and it is desired that all material for the hull, boiler and engine of each boat be inspected by your representatives at the mills, they to furnish this Department with test and certification of chemical analysis of material. It is desired that you also furnish inspection and certification of electric light installation.

The Perth Amboy Shipbuilding and Engineering Company have been requested to furnish you copies of all orders for material.

Four copies of the specifications for these vessels are enclosed herewith, and you will please take the matter up without delay.

As a preliminary, however, it is requested that you will furnish this office an approximate estimate of the cost of such special survey as is indicated above, in the case of these two vessels.

Very respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14/1903.
4 inclos.

Book #206—Page 611.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, February 28th, 1903.

American Bureau of Shipping, #66/70 Beaver St., New York, N. Y.

GENTLEMEN:—Referring to the two new steamers under construction for this Department by the Perth Amboy Shipbuilding & Engineering Co., subject to your special survey, I enclose herewith, for approval, blue print in sextuplicate, showing rider plate, vertical keel and flat keel, with request that, when approved, four copies of the same be returned to this office.

Respectfully,
D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14/1903.
12 to 17
19 herewith.
6 enclos.

Book #206—Page 844.

WAR DEPARTMENT.
S
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,

American Bureau of Shipping, #66/70 Beaver St., New York:

GENTLEMEN:—Referring to contract with Perth Amboy Shipbuilding & Engineering Co., for building two steel steamers under special survey of your Bureau, I transmit herewith blue-print (7 copies) showing de-

tails of shell expansion, for your approval; five copies of same to be returned to this office when approved.

Very respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14/1903
7 enclos. (29)
herewith.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, March 18, 1903.

American Bureau of Shipping, 66 Beaver Street, New York.

GENTLEMEN:—Referring to the enclosed blue-prints, I beg to state that the Perth Amboy Shipbuilding and Engineering Company have informed this office that the order for material specified thereon has been placed with the Tidewater Steel Co.

Respectfully,

(Sgd.) D. D. WHEELER
Asst. Quartermaster General, U. S. Army,
Depot Quartermaster.

14–1903
37
2 enclos.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, March 25th, 1903.

American Bureau of Shipping, #66/70 Beaver St., New York.

GENTLEMEN:—Enclosed herewith I transmit, for approval, one blue-print (7 copies), showing details of main deck of the two vessels being constructed for this

Department by the Perth Amboy Shipbuilding & Engineering Co. When approved, please return five copies to this office.

Respectfully,
(Sgd.) D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(38)/1903.
7 enclos.

WAR DEPARTMENT.
General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, April 11th, 1903.

American Bureau of Shipping, #66–70 Beaver St., New York, N. Y.

GENTLEMEN:—Referring to the two steel steamers now in course of construction for this Department by the Perth Amboy Shipbuilding & Engineering Co., under your special survey, I enclose herewith, for approval, five detailed plans (7 copies each), as follows:

(1) Cylinders *13*
(2) Pistons *17*
(3) Connecting and piston rods *11* (as modified)
(4) Crank shaft *10* Do.
(5) Air pump *12* Do.

When approved, kindly return to this office five copies of each blue-print.

Very respectfully,
D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.
By
(Sgd.) J. W. LITTELL
Major and Quartermaster, U. S. A.

#14/1903.
Plans accompanying.

Book #208—Page 309.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 4th, 1903.

American Bureau of Shipping, #66–70 Broad St., New York, N. Y.

GENTLEMEN:—Referring to contract with Perth Amboy Shipbuilding & Engineering Co. for building two steel steamers for this Department, I enclose herewith, for your action, blue print (7 copies) showing details of bed-plate, etc.; five copies of same, when approved, to be returned to this office.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(60)/1903.
7 enclos.

Book #208—Page 308.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 4th, 1903.

American Bureau of Shipping, #66/70 Beaver St., City.

GENTLEMEN:—Referring to the two steel steamers in course of construction by Perth Amboy Shipbuilding & Engineering Co., for this Department under your special survey, I enclose herewith, for your action, blue-print (7 copies) showing details of condenser, etc.; five copies of same, when approved, to be returned to this office.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(60)/1903.
7 enclos.

Book #208—Page 323.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 5th, 1903.

American Bureau of Shipping, #66–70 Beaver St., New York, N. Y.

GENTLEMEN:—Referring to the two steel steamers in course of construction by Perth Amboy Shipbuilding & Engineering Co., under your special survey, I enclose herewith, for your action, blue-print (7 copies) showing details of cant frames, water-tight flat, etc., five copies of same, when approved, to be returned to this office.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(54-¾)1903.
7 enclos.

Book #208—Page 461.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 11th, 1903.

American Bureau of Shipping, #66–70 Beaver St., New York.

GENTLEMEN:—Referring to the contract with Perth Amboy Shipbuilding & Engineering Co. for building two steel steamers for this Department, I enclose herewith, for your action, blue-print (7 copies) showing details of boilers; five copies of the same to be returned to this office when approved.

I enclose also copy of print as originally submitted,

showing changes made, the return of which is likewise requested. Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(28 & 63)/903.
8 enclosures.

Book #208—Page 598.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 16th, 1903.

American Bureau of Shipping, #66/70 Beaver St., New York, N. Y.

GENTLEMEN:—Referring to contract of the Perth Amboy Shipbuilding and Engineering Co., for building two steamers for this Department, I enclose herewith detailed plan (7 copies) of slide valves, for your action; 5 copies of same to be returned to this office, when approved. Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.
By
I. W. LITTELL,
Major & Quartermaster, U. S. A.

#14(66)/1903.
7 enclos.

Book #208—Page 597.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department.
Army Building, Whitehall Street,
NEW YORK CITY, May 16th, 1903.

American Bureau of Shipping, #66/70 Beaver St., New York, N. Y.

GENTLEMEN:—Referring to contract of Perth Amboy Shipbuilding & Engineering Co. for building two

vessels for this Department, I enclose herewith detailed plan (7 copies) of steering engine, for your action; 5 copies of same to be returned to this office when approved.

Respectfully,

D. D. WHEELER,

Asst. Quartermaster General, U. S. A.,

Depot Quartermaster.

By

I. W. LITTELL,

Major and Quartermaster, U. S. A.

#14(65)/1903.

7 enclos.

Book #208—Page 590.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,

Army Building, Whitehall Street,

NEW YORK CITY, May 16th, 1903.

American Bureau of Shipping, #66/70 Beaver St., New York, N. Y.

GENTLEMEN:—Referring to contract of Perth Amboy Shipbuilding & Engineering Co. for building two vessels for this Department, I enclose herewith detailed plan (7 copies) of valve gear, for your action; five copies of same to be returned to this office when approved.

Respectfully,

D. D. WHEELER,

Asst. Quartermaster General, U. S. A.,

Depot Quartermaster.

By

I. W. LITTELL,

Major and Quartermaster, U. S. A.

#14(66)/1903

7 Enclosures.

Book #208—Page 641.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 19th, 1903.

American Bureau of Shipping, #66/70 Beaver St., New York, N. Y.

GENTLEMEN:—Referring to contract with Perth Amboy Shipbuilding & Engineering Co. for the construction of two steel steamers for this Department, I transmit herewith, for your action, blue-print (7 copies) showing details of propeller; five copies of same to be returned to this office when approved.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

By

I. W. LITTELL,
Major and Quartermaster, U. S. A.

#14(60)/1903.
7 enclos.

Book #208—Page 639.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, May 19th, 1903.

American Bureau of Shipping, #66/70 Beaver Street, New York, N. Y.

GENTLEMEN:—Referring to contract with Perth Amboy Shipbuilding & Engineering Co., for the construction of two steel steamers for this Department, I transmit herewith, for your action, blue-print (7 copies)

showing details of stern tube; five copies of same to be returned to this office when approved.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

By

I. W. LITTELL,
Major and Quartermaster, U. S. A.

#14(60)/1903.
7 Enclos.

Book #209—Page 292.

WAR DEPARTMENT.

S

General Depot of the Quartermaster's Department,
Army Building, Whitehall Street,
NEW YORK CITY, June 8th, 1903.

American Bureau of Shipping, #66–70 Beaver St., New York, N. Y.

GENTLEMEN:—Referring to contract with Perth Amboy Shipbuilding and Engineering Co. for the construction of two steel vessels for this Department, I enclose herewith, for your action, three plans (7 copies each) submitted by said company for approval:

37 Throttle valve and levers,
34 Cylinder drain gear,
35 Shafting.

It is requested that five copies of each of these prints be returned to this office when approved.

Respectfully,

D. D. WHEELER,
Asst. Quartermaster General, U. S. A.,
Depot Quartermaster.

#14(79)/1903.
21 enclos.

EXHIBIT C 3 (p 159) LETTERS.

NEW YORK, March 2nd, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A. New York City.

DEAR SIR:—We acknowledge receipt of your favor of the 28th inst., blue prints in sextuplicate, showing rider plate, vertical keel, and flat keel, four of which we herewith return duly endorsed with our approval.

Very Respectfully,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

Encl.

NEW YORK, March 14, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A. Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt of your endorsement under date of March 9th, 1903 of communication of the Perth Amboy Shipbuilding and Engineering Company dated March 5th enclosing blue print of the boilers to be used in the construction of the two standard steel screw steamers building by them for your Department.

Letter and endorsement herein referred to is herewith respectfully returned for your file with the understanding that additional blue prints in duplicate of the one herewith returned be submitted to this office for Record.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

Encl.

NEW YORK, March 16th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A. New York.

DEAR SIR:—In compliance with request contained in your communication of March 9th, we have carefully

examined the expansion plans and have approved the same and herewith return five copies of the blue prints for us in your office.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

Encl.

NEW YORK, March 17th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A. New York City.

DEAR SIR:—We acknowledge the receipt with your endorsement under date of March 9th, 1903 of communication of the Perth Amboy Shipbuilding and Engineering Company dated March 9th enclosing blue prints of stem and water tight bulkheads to be used in the construction of the two standard steel screw steamers building by them for your Department.

Letter and endorsement herein referred to is herewith respectfully returned for your file.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

Dictated

NEW YORK, March 21st, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A. Depot Quartermaster, New York.

DEAR SIR:—We acknowledge the receipt of your favor of the 18th inst., enclosing blue print lists of plate material ordered by the Perth Amboy Shipbuilding and Engineering Co., from the Tide Water Steel Co., for use in the two standard steel vessels building for the Quartermasters Department, U. S. A., under the Rules of this Bureau.

New Jersey State Library

We have given the orders to our inspectors to attend at the Mill of the Tide Water Company for the test and inspection of this material.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

NEW YORK, March 27th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt of your favor of the 25th inst, enclosing for our approval seven blue print copies showing details of the main deck plan of the two standard steel vessels being constructed under the Rules of this Bureau, for your Department by the Perth Amboy Shipbuilding and Engineering Co., five copies of which we return approved, for use in your office.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

NEW YORK, April 18th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A. New York City.

DEAR SIR:—Complying with the suggestion contained in your favor of the 11th inst., we have examined and approved the blue prints submitted of the cylinders, pistons, connecting and piston rods as modified, crank shaft and air pump of the machinery of the steamers now in course of construction by the Perth Amboy Shipbuilding and Engineering Company for the Quartermaster's Department, U. S. A., and return you as requested five blue print copies of each.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

Sep. Encl.

EXHIBIT C 4 (p. 159) LETTERS.

NEW YORK, April 20th, 1903

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., New York City.

DEAR SIR:—We acknowledge the receipt with your endorsement under date of April 17th, 1903 of communication of the Perth Amboy Shipbuilding and Engineering Company dated April 16th, enclosing blue prints of rudder and stern post details to be used in the construction of the two standard steel screw steamers building by them for your Department.

Letter and endorsement herein referred to is herewith respectfully returned for your file.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.

per E. PLATT STRATTON

Chief Engineer Surveyor.

Encl.

NEW YORK, May 1st, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt with your endorsement under date of April 28th, 1903 of communication of the Perth Amboy Shipbuilding and Engineering Company dated April 27th enclosing for our approval seven blue print copies showing details of stringer and bilge keel of the two standard vessels being constructed under the Rules of this Bureau, for your Department by the Perth Amboy Shipbuilding and Engineering Company, five copies of which we return approved, for file in your office.

Letter and endorsement herein referred to is herewith respectfully returned for file.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.

per E. PLATT STRATTON

Chief Engineer Surveyor.

Encl.

NEW YORK, May 7th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt with your endorsement under date of May 6th, 1903 of communication of the Perth Amboy Shipbuilding and Engineering Co., dated May 5th enclosing seven blue prints of the Plan of Forward Floors and Chain Locker Bulkhead for the two standard steel vessels building under the Rules of this Bureau by the Perth Amboy Shipbuilding and Engineering Company for your Department, five copies of which we return approved for file in your office.

Letter and endorsement herein referred to is herewith respectfully returned for your file.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

NEW YORK, May 7th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt with your endorsement under date of May 6th, 1903 of communication of the Perth Amboy Shipbuilding and Engineering Company dated May 5th enclosing blue prints of windlass to be installed on the two standard steel vessel building by them for your Department under the Rules of this Bureau We return four copies approved.

Letter and endorsement herein referred to is herewith respectfully returned for your file.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

NEW YORK, May 7th, 1903

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge receipt of your favor of the 5th inst., encolsing for your approval seven blue print copies showing details of cant frames, water-tight flat, etc., of the two standard steel vessels being constructed by the Perth Amboy Shipbuilding and Engineering Co., five copies of which we return approved, for file in your office.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

3

NEW YORK, May 7th, 1903

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge receipt of your favor of the 4th inst., enclosing for our approval seven blue print copies showing details of bed-plate, etc., of the two standard steel vessels being constructed under the Rules of this Bureau, for your Department by the Perth Amboy Shipbuilding Company, five copies of which we return approved, for file in your office.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

2

NEW YORK, May 7th, 1903

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge receipt of your favor of the 4th inst., enclosing for our approval seven blue print copies showing details of condenser, etc., of the

two standard steel vessels being constructed under the Rules of this Bureau, for your Department by the Perth Amboy Shipbuilding and Engineering Co., five copies of which we return approved, for file in your office.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

NEW YORK, May 18th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt with your endorsement under date of May 15th, 1903 of communication of the Perth Amboy Shipbuilding and Engineering Company dated May 8th enclosing blue prints showing details shell expansion and riveting for the two standard steel screw steamers building by them for your Department under the Rules of this Bureau, five copies of which we return approved, for file in your office.

Letter and endorsement herein referred to is herewith respectfully returned for your file.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

NEW YORK, May 18th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt with your endorsement under date of May 13th, 1903 of communication of the Perth Amboy Shipbuilding and Engineering Company dated May 8th enclosing blue prints of the boilers for the two standard, steel screw steamers building by them for your Department, under the Rules of this Bureau, five copies of which we return approved, for file in your office.

Letter and endorsement herein referred to is herewith respectfully returned for your file.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.

per E. PLATT STRATTON

Chief Engineer Surveyor.

Encl.

NEW YORK, May 18th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt of your favor of the 11th inst enclosing for our approval seven blue print copies showing details of boilers constructed under the Rules of this Bureau, for your Department by the Perth Ambox Shipbuilding and Engineering Co., five copies of which we return approved, for file in your office.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.

per E. PLATT STRATTON

Chief Engineer Surveyor.

NEW YORK, May 27th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt of your favor of the 19th inst, enclosing for our approval seven blue print copies showing details of stern tube of the two standard steel vessels Nos. 5 & 6 being constructed under the Rules of this Bureau for your Department by the Perth Amboy Shipbuilding and Engineering Co., five copies of which we return approved, for file in your office.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.

per E. PLATT STRATTON

Chief Engineer Surveyor.

Encl.

NEW YORK, May 27th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt of your favor of the 19th inst, enclosing for our approval seven blue print copies showing details of the propellers of the two standard steel vessels Nos. 5 & 6 being constructed under the Rules of this Bureau, for your Department by the Perth Amboy Shipbuilding & Engineering Co., five copies of which we return approved, for file in your office.

Very Respectfully Yours,
AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

Encl.

NEW YORK, May 27th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt of your favor of the 16th inst, enclosing for our approval seven blue print copies showing details of the valve gear of the two standard steel vessels being constructed under the Rules of this Bureau, for your Department by the Perth Amboy Shipbuilding and Engineering Company, five copies of which we return approved, for file in your office.

Very Respectfully Yours,
AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

Encl.

NEW YORK, May 27th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt with your endorsement under date of May 22nd, 1903, of com-

munication of the Perth Amboy Shipbuilding and Engineering Company dated May 20th enclosing seven blue print copies showing details of coal bunker bulkheads of the two standard steel vessels Nos. 5 & 6 being constructed under the Rules of this Bureau, for your Department by the above Company, five copies of which we return approved for your file.

Letter and endorsement herein referred to is herewith respectfully returned for your file.

Very Respectfully,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

Encl.

NEW YORK, May 27th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt of your favor of the 16th inst, enclosing for our approval seven blue print copies showing details of slide valves of the two standard steel vessels No. 5 and 6, being constructed under the rules of this Bureau, for your Department by the Perth Amboy Shipbuilding and Engineering Co., five copies of which we return approved, for file in your office.

Very Respectfully,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

Encl.

NEW YORK, May 27th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt of your favor of the 16th inst, enclosing for our approval seven blue print copies showing details of the steering engines

of the two standard steel screw vessels (5 and 6) being constructed under the Rules of this Bureau, for your Department by the Perth Amboy Shipbuilding and Engineering Company, five copies of which we return approved, for file in your office.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

NEW YORK, May 27th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt with your endorsement under date of May 19th, 1903, of communication of the Perth Amboy Shipbuilding and Engineering Company dated May 14th enclosing seven blue print copies showing details of the Blake Feed Pump of the two standard steel vessels (Nos 5 & 6) building by them under the Rules of this Bureau for your Department, five copies of which we return approved for file in your office.

Letter and endorsement herein referred to is herewith respectfully returned for your file.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

Encl.

NEW YORK, June 12th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt with your endorsement under date of June 8th, 1903 of communication of the Perth Amboy Shipbuilding & Engineering Company dated May 29th enclosing seven copies of blue prints of reversing engine and gear of the two standard

steel vessels being constructed under the Rules of this Bureau, for your Department by the above Company, five copies of which we return approved.

Letter and endorsement herein referred to is herewith respectfully returned for your file.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

Encl.

NEW YORK, June 12th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt with your endorsement under date of June 8th, 1903 of Communication of the Perth Amboy Shipbuilding & Engineering Company dated May 29th enclosing seven copies each of blue prints showing details of Receiver and Exhaust Pipes and Thrust and Spring Bearings and Pry Wheel of the two standard steel vessels being constructed under the Rules of this Bureau, for your Department by the above Company, five copies each of which we return approved.

Letter and endorsement herein referred to is herewith respectfully returned for your file.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

Encl.

NEW YORK, June 22nd, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt with your endorsement under date of June 6th, 1903 of communication of the Perth Amboy Shipbuilding and En-

gineering Co., dated June 2nd enclosing seven copies of blue print showing details of location of stanchions in hold of the two standard steel vessels building by them for your Department, under the Rules of this Bureau, five copies of which we return approved.

Letter and endorsement herein referred to is herewith respectfully returned for your file.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.

per E. PLATT STRATTON

Chief Engineer Surveyor.

S Encl.

NEW YORK, June 22nd, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge receipt of your favor of the 8th inst., enclosing for our approval seven copies each of the blue prints showing details of:

Throttle valve and levers
Cylinder drain gear
Shafting

of the two standard steel vessels being constructed under the Rules of this Bureau, for your Department by the Perth Amboy Shipbuilding and Engineering Co., five copies each of which we return approved for file in your office.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.

per E. PLATT STRATTON

Chief Engineer Surveyor.

S Encl.

NEW YORK, July 14th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt with your endorsement under date of July 13th, 1903 of com-

munication from the Perth Amboy Shipbuilding and Engineering Company dated July 10th, enclosing for our approval seven blue print copies showing details of the Hoisting Engine for the two standard steel vessels building by them under the Rules of this Bureau, for your Department, five copies of which we return approved for your file.

Letter and endorsement herein referred to is herewith respectfully returned for your file.

Very Respectfully,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

Encl.

NEW YORK, July 20th, 1903.

Col. D. D. Wheeler, Assistant Quartermaster General, U. S. A., Depot Quartermaster, New York City.

DEAR SIR:—We acknowledge the receipt with your endorsement under date of June 19th, 1903 of communication of the Perth Amboy Shipbuilding and Engineering Company dated May 20th enclosing for our approval seven blue print copies showing details of the 21" Multicoil Feed Water Heater for the two standard steel vessels being constructed under the Rules of this Bureau, for your Department by them, five copies of which we returned approved.

Letter and endorsement herein referred to is herewith respectfully returned for your file.

Very Respectfully Yours,

AMERICAN BUREAU OF SHIPPING.
per E. PLATT STRATTON
Chief Engineer Surveyor.

Encl.

EXHIBIT 1 (page 66).

STATEMENT OF EXPENDITURES MADE ON ACCOUNT OF CONTRACTS 5 & 6, QUARTERMASTER'S DEPARTMENT.

1903.					
Jan. 31.	Labor, Materials, &c., as per Day Book	Page	310		198.60
" 31.	" " " " " " "	"	311		93.76
Feb. 28.	" " " " " " "	"	380		684.55
" 28.	" " " " " " "	"	381		430.73
Mch. 14.	" " " " " " "	"	434		327.20
" 14.	" " " " " " "	"	435		320.94
Feb. 28.	Designing,	Invoice Book Page	21		33.—
Mch. 16.	Designing,	" " "	23		260.—
" 16.	Plates, Tidewater Steel Co.	" " "	24		247.04
" 16.	" " " " " "	"	24		381.74
" 16.	Angles, Abeel Bros.	Journal " "	31		3,239.17
" 16.	Draughtsman, W. A. Fairburn,	Cash " "	43		20.—
" 15.	Payroll, Sub-contract,	Journal " "	32		116.23
" 16.	Designing, L & C.	" " "	34		36.50
" 16.	Labor on Dogs, Punches,	" " "	34		120.05
" 31	Labor, Materials, &c., As per Day Book	"	437		292.04
" 31	" " " " " " "	"	437		332.02
" 31	Round Iron, Abeel Bros.	Invoice " "	27		7.79
" 31	" " " " " "	"	27		857.74
" 31	Freight on — do —	" " "	27		34.52
" 31	Basswood, Vanderbeek,	" " "	27		34.58
" 31	Rivets, Am. Iron & Steel Co.	" " "	27		148.12
" 31	Iron, Froment & Co.	" " "	27		21.79
" 31	Blue Print Paper,	" " "	27		2.20
" 31	Plates, Tidewater Steel Co.	" " "	28		826.59
Apl. 5	Iron, Froment & Co.	" " "	29		9.78
" 6	Blue Print Paper,	" " "	29		3.30
" 6	Cement,	" " "	29		1.20
" 8	Coke,	" " "	29		5.40
" 11	Blue Print Paper,	" " "	29		6.60
" 13	Saw mill work,	" " "	29		1 50
		Forward,			$9,094.68
Apl. 10.	Rivets, J. E. Ogden & Co.	Invoice Book Page	29		21.30
" 2.	Plates, Tidewater Steel Co.	" " "	29		909.14
" 3.	" " " " " " "	"	29		1,344.28
" 11.	" " " " " " "	"	29		988.86
" 14.	" " " " " " "	"	30		638.84
" 14.	" " " " " " "	"	30		75.54
" 14.	" " " " " " "	"	30		428.65
" 20.	Liner Iron. Susq. Steel Co.,	" " "	30		312.76
" 23.	Round Iron, Froment Co.,	" " "	30		8.30
" 2.	Frt. on Liner Iron,	P. C. " "	7		.59
" 4	Derrick Spar,	" " "	7		1.—
" 8	Exp. New York, Drawings,	" " "	7		.60
" 11.	" " " " " " "	"	7		.60

Apr.	13.	Frt. on Rivets,	Invoice Book Page		9.....		.75
"	21.	Trav. Exp. Elizabethport	"	"	9.....		.55
"	22.	" " Bath, a/c Engine,	"	"	9.....		29.60
"	25.	Plates, Tidewater Steel Co.	Inv.	"	30.....		734.12
"	17.	Y. Pine, Candee & Krekeler,	"	"	30.....		200.48
"	24.	Valves, etc.	"	"	31.....		14.09
"	27.	Galvanized Pipe, etc.	"	"	31.....		91.32
"	30.	Sheet & Pipe Lead,	"	"	31.....		185.65
"	20.	Frt. on Plates, Tidewater S. Co.	"	"	31.....		240.54
"	22.	Exp. to inspect Spars,	P. C.	"	9.....		.80
"	25.	Pay Roll, Short Time,	"	"	9.....		.11
"	30.	Labor, Materials,	D. B.	"	497.....		3,097.72
May	1.	Labor, Sub-Contracts,	P. C.	"	11.....		10.50
"	2.	Frt. on Fittings,	"	"	11.....		4.18
"	4	Exp. on Blue Print Paper,	"	"	11.....		.40
"	5	Exp. to Bethlehem a/c Forgings,	P. C. Book Page		11....		4.95
"	2	Blueprint Paper,	Invoice	"	32.....		6.40
"	4	Frt. on Plates,	"	"	32.....		34.21
"	5	Rivets & Spar,	"	"	32.....		5.50
				Forward, ...			$18,487.01
May	9.	Trav. Exp. Quar. Office,	P. C. Book Page		11.....		2.—
"	9.	" " Phila. a/c Boilers	"	"	11.....		5.98
"	11.	Alcohol & Paper,	"	"	11.....		1.60
"	11.	Frt. on Rivets,	Invoice	"	32.....		29.41
"	7.	1 Car Rivets,	"	"	33.....		365.76
"	7.	1 Car Rivets,	"	"	33.....		488.93
"	9.	Drawings, Engine Plans, &c., B. Smith,	"	"	33.....		650.50
"	9.	" " " "	"	"	33.....		86.50
"	9.	Plates, Tidewater Steel Co.	"	"	33.....		65.05
"	9.	" " " "	"	"	33.....		215.35
"	11.	Angle Iron, Abeel Bros.	"	"	33.....		244.10
"	11.	Drawing Paper, etc.	"	"	33.....		14.44
"	11.	B. Smith, Prints,	"	"	34.....		1.54
"	15.	Wood Alcohol,	P. C.	"	13.....		1.25
"	15.	Trav. Exp. of Riveters,	"	"	13.....		1.25
"	16.	Exp. on Blueprints,	"	"	13.....		.25
"	16.	Labor, Sub-Contracts,	"	"	13.....		20.—
"	18.	Frt. On Lumber & Iron,	"	"	13.....		21.50
"	5.	Pattern Pine, G. A. Ross & Co.	Inv.	"	33.....		347.31
"	12.	Frt. on Plates & Angles,	"	"	34.....		31.—
"	18.	Round Iron, Froment & Co.	"	"	34.....		102.65
"	15.	Angle Iron, Abeel Bros.	"	"	34.....		265.72
"	25.	Alcohol,	P. C.	"	13.....		1.25
"	15.	Flanges, Crane Co.	Invoice	"	35.....		5.99
"	18.	Flanged Valves, Roe & Conover	Inv. Book Page		35.....		56.—
"	16.	Frt. Angle Iron,	Invoice Book Page		35.....		14.97
"	23.	Dies & Punches,	"	"	36.....		21.75
"	25.	Drawing Materials,	"	"	36.....		11.10
"	18.	Drawings & Pattern Makers	"	"	35.....		92.—

May	21.	Lumber, Scaffolding,	Invoice Book	Page	36.....	14.04
"	25.	Drawings, etc.	" "	"	36.....	95.87
				Forward,		$21,762.67
May	25.	Insurance,	Invoice Book	Page	37.....	60.—
"	30.	Coal,	" "	"	37.....	889.38
"	30.	Punches & Dies,	P. C. "	"	15.....	1.—
"	30.	Tracing Cloth,	Invoice "	"	36.....	23.20
"	30.	Frt. on Flooring,	" "	"	38.....	1.14
"	30.	Labor, Materials, &c., as per Day Book		"	549.....	5,770.89
"	30.	Pattern Lumber,	Invoice Book	"	38.....	186.11
June	5.	Stem & Stern Forging,	" "	"	39.....	749.35
"	5.	Iron, Abeel Bros.	" "	"	39.....	40.47
"	5.	Engine Drawings,	" "	"	39.....	311.50
"	11.	Lumber,	" "	"	39.....	369.92
"	12.	Iron, Abeel Bros.	" "	"	39.....	13.42
"	12.	Plates, Tidewater Steel Co.,	" "	"	40.....	615.55
"	12.	Engine Drawings, etc.	" "	"	40.....	261.43
"	12.	Tidewater Steel Co. Plates,	" "	"	40.....	423.64
"	20.	Yellow Pine,	" "	"	40.....	7.35
"	20.	Pattern Makers on Engines	" "	"	41.....	120.72
"	20.	Steam Fittings, Roe & Conover,	" "	"	41.....	174.65
"	20.	Punches, Dies etc.	Invoice "	"	41.....	56.—
"	15.	Frt. on Plates,	" "	"	41.....	57.90
"	15.	Frt. on Lumber,	" "	"	41.....	13.20
"	20.	Pipe & Plug Cocks, Roe & Conover,	" "	"	41.....	51.30
"	27.	Pine Flooring, A. W. Booth & Bros.	" "	"	42.....	625.43
"	30.	Trav. Exp. Phila. etc.,	" "	"	19.....	28.54
"	30.	2 Windlasses, Hyde Windlass Co.,	Inv. Bk.	"	42.....	460.—
"	30.	8 Reducers, Roe & Conover,	" "	"	42.....	2.80
"	30.	Chains, Woodhouse Chain Works,	Inv. Bk.	Page	42.....	639.79
"	30.	Pipe Spars, Booms & Flag Poles,	Inv. Bk.	Page	42.....	480.—
"	30.	Pea, Soft Coal,	Inv. Bk.	Page	42.....	148 75
"	30.	Castings, Sleeves, Boxes, Bushings	Inv. Bk.	Page	43.....	698.36
				Forward,		$ 35,043.86
June	30.	Labor & Materials, as per Day Book		Page	572.....	2,547.33
"	5.	Bond for Furnishings, Guar. Co.	Inv.	"	44.....	5.—
July	17.	8 Reversing Links & Blocks,	"	"	44.....	136.96
"	25.	Stem Forgings, & Columns,	"	"	44.....	344.57
"	24.	Lumber, A. W. Booth & Bros.	"	"	44.....	634.53
"	20.	Insurance,	"	"	44.....	100.—
"	20.	Charges, a/c 4 Boilers, I. P. Morris Co.,	"	"	44.....	6,461.06
"	20.	" " " "	"	"	44.....	188.33
"	28.	Frt. on Lumber,	"	"	44.....	2.38
"	28.	Trav. Exp., Washington, etc.	P. C.	"	25.....	143.18
"	29.	Labor & Materials, as per day Book		"	620.....	180.11

Aug.	1.	Frt. on Lumber,	Invoice Book	Page	46.....	6.90
"	1.	Stem Forging,	" "	"	46.....	598.12
"	1.	Trav. Expenses, N. Y. P. C.		"	27.....	2.—
"	1.	Four Anchors,	Invoice "	"	46.....	200.—
"	1.	Insurance,	" "	"	46.....	60.—
"	1.	Trav. Exp. Phila.	" "	"	48.....	10.—
"	7.	Labor,	Day "	"	652.....	12.95
				Total,		46,677.18
		Interest on Tidewater Steel Co. a/c, &c.,.....				110.56
		Proportion of General Expenses, Salaries, etc., to date,..				5,456.71
					$	52,244.45

EXHIBIT 2 (page 67).

QUARTERMASTER'S DEPARTMENT VESSELS.
5 & 6.

Summary of dates itemized, of submission for approval of plans for the above vessels.

Boilers.

The plans were first submitted March 5th. The Perth Amboy Shipbuilding & Engineering Co. wrote the Quartermaster's Department March 13th, asking them to wire their approval. The Department replied by letter March 14th, stating that the Boilers had been approved with slight modifications by the American Bureau of Shipping, and stating that the modifications would not interfere with ordering the Boilers.

On May 8th, seven prints were sent for approval of the Boilers and Uptakes, and they were approved by letter on May 20th.

The time occupied from date of first submission to final approval, was two and one half months (2-½).

Engines.

The General Arrangement was submitted on February 25th, and disapproved March 6th.

It took one (1) month to approve each of the following detail plans.

Bed Plate and Condenser April 10th to May 9th.

Cylinders, Crank Shaft, Connecting and Piston Rods, Air Pump and pistons, March 20th to April 20th.

The Propeller and Stern Tube were submitted on April 20th.

Owing to a misunderstanding in regard to Propeller and Stern Tube, they returned corrected print on which subject the Department wrote May 15th. This plan was not officially approved until May 28th. They received the corrected plan on May 19th; thus they had nine (9) days on which to formally notify us that the plans were approved.

Name of Plan.	*When Submitted.*	*Date Approved.*
Weights and Displacement	January 29/03.	January 30/03.
Rider Plate, Vertical & Flat Keel.	Previous to February 17th.	March 3rd.
Shell Expansion for Butts	February 25th.	March 16th
Bedplate & Condenser	April 10th	May 9th
Sternpost	March 9th	April 22nd
Rudder	April 16th	April 22nd
Midship Section	February 25th.	March 10th
Boilers	March 5th	May 20th
Stem	March 6th	March 18th
W. T. Bulkheads	March 6th	March 18th
Main Deck Plating	March 20th	March 28th
Boiler Material	March 31st	April 3rd
Cylinders	March 20th	April 20th
Crank Shaft	March 20th	April 20th
Connecting and Piston Rods	March 20th	April 20th
Air Pump and Gear	March 20th	April 20th
Valve Gear	May 1st	May 28th
Propeller and Stern Tube	April 20th	May 28th
Circulating Pump	May 18th	To be resubmitted.
Cylinder Drain Gear	May 13th	May 21st
Throttle Valve & Levers	May 13th	May 21st
Hoisting Engine	May 11th	To be resubmitted.

Name of Plan.	*When Submitted.*	*Date Approved.*
Pistons	March 20th	April 20th
Chain Locker and Forward Floors.	April 25/03	May 9/03.
Stringer & Bilge Keel	April 22nd	May 2nd
Shell Expansion (For Riveting.)	May 6th	May 20th
Fresh Water Tanks	May 9th	To be resubmitted.
Hold Stanchions	May 9th	To be resubmitted.
Windlass	May 5th	May 9th
Cant Frames, W. T. Flat	March 21st	May 9th
Engine & Boiler Foundation	May 15th	No official notification from the Department.
Steering Gear	May 7th	May 28th
Coal Bunker Blkd	April 21st	May 28th
Lines, ½" Scale,	May 21st	No official notification from the Department.
Displacement Scale,	May 21st	"
Profile, showing location of Weights,	May 21st	"
Midship House, & Bulwark Plating Schedules,	May 25th	"
Proposed modification to Main Deck Beams,	May 25th	"
Fresh Water Tanks, 2nd, Plan	May 26th	"
Midship House Plating	May 27th	"
Uptakes,	May 8th	May 20th
Boilers, originally submitted March 5th,	May 8th	May 20th
Condenser & Housing	May 1st	May 9th
Bedplate & Bearing	Feb. 25th	May 9th
Cylinder Drain Gear		May 21st
Shafting		To be resubmitted.
Slide Valves,		May 28th
Thrust & Spring Bearings		No official notification from the Department.
Valve Gear	May 13th	May 28th
Throttle Valves and Levers		May 21st
Reversing Engine & Gear		To be resubmitted.
Receiver and Exhaust Pipe		To be resubmitted.
Sanitary Pumps	May 14th	No official Notification from the Department.
Feed & Donkey Pumps	May 14th	"
Stern Tube (corrected print)	May 16th	May 28th
Propellers " "	May 16th	May 28th
Feed Water Heater,	May 20th	No official Notification from the Department.

EXHIBIT D 1 (p. 160) LETTERS.

PERTH AMBOY, N. J., Jan. 29, 1903.

SIR:—We hand you herewith a blue-print of the mould-loft lines for Standard Steel Screw Steamers for Quartermaster's Dept., the contract for which was awarded to us on the 24th inst.

These lines are submitted as preliminary lines for your approval, in order that we may lay these boats down, and it is requested that they be acted upon at an early date.

The approximate weights allowed for, are as follows:—

Hull & Fittings, (Complete)	225.89
Windlass	.75
Steering Engine, (Complete)	1.00
Anchors & Cables	2.00
Crew & Effects	4.00
Engines & Boilers, (Including Auxiliaries,) also Water,	75.00
Coal,	62.00
Total Weights	370.64
Displacement of accompanying lines—400. Tons.	
Margin on above displacement	29.36

Immediately upon approval of these lines, the boats will be laid down, and a set of finished lines, drawn to a scale of ½ in. to a foot, will be forwarded to you as called for by specifications. General Depot Quartermaster. Very respectfully,

PERTH AMBOY SHIPBUILDING ENG. CO.
per A. L. R.

General Depot Quartermaster,
Quartermaster's Dept., U. S. A.,
Army Building, New York, N. Y.

PERTH AMBOY, N. J., January 31, 1903.

Colonel D. D. Wheeler, Depot Quartermaster, Army Building, New York, N. Y.

DEAR SIR:—We are sending you under separate cover for approval, four blueprints of the preliminary lines of the Harbor vessels which we are to build for your department.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,

per

(ALR) A. L. RAMSAY,

Treasurer.

PERTH AMBOY, N. J., February 25, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—We beg to submit for your approval this day, the following blueprints, showing details of construction of the two Standard Steel Screw Steamers which we are building for your Department.

Shell Expansion, showing location of butts and thickness of plating.

Rider Plate, Vertical Keel and Flat Keel.

Midship Section.

General Plan of Compound Engines.

Yours very truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,

per

A. L. RAMSAY.

PERTH AMBOY, March 5, 1903

Colonel D. D. Wheeler, Assistant Quartermaster General, Army Building, New York, N. Y.

DEAR SIR:—We send herewith for approval, blueprint of proposed Boilers for the two Standard Steel Screw Steamers which we are building for your Department.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,

per A. L. R.

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,
NEW YORK, N. Y., March 9, 1903.

Respectfully referred to American Bureau of Shipping, Nos. 66–70 Beaver St., New York, N. Y., for their action.

D. D. WHEELER,
Asst Qr. Mr. General, U. S. A.,
Depot Quartermaster.

(28)
14/1903.
1 enclos.

PERTH AMBOY. March 5, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, Army Building, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we send under separate cover for approval, the following blueprints:

"Shell Expansion, showing the location of Butts and thickness of Plating."

"Stern Post and Details."

Yours truly,
PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
A. L. RAMSAY.

PERTH AMBOY. March 6, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we send under separate cover for approval, blueprint of Stem, also blueprint of Water-tight Bulkheads.

Yours truly,
PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
A. L. R.

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,
NEW YORK, N. Y., March 9, 1903.

Respectfully referred to American Bureau of Shipping, Nos. 66–70 Beaver St., New York, N. Y., enclosing two blueprints (7 copies each), one showing details of stem, the other showing details of water-tight bulkheads, for their approval with modifications shown in red ink thereon; five (5) copies of each blueprint to be returned to this office, when approved.

D. D. WHEELER,
Asst. Qr. Mr. General, U. S. A.,
Depot Quartermaster.

(1/30)
#14/1903
14 enclos. (2—8/30
& 9—15/30).

PERTH AMBOY. March 16, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—On February 25th, we submitted plan of the Shell Expansion of the two Standard Steel Screw Steamers which we are building for your Department.

On March 1st, we received a letter from your Department, requesting us to correct and resubmit the Shell Expansion, in accordance with red ink notations.

On March 5th, we resubmitted this plan, and since last named date, we have received no communication from your Office, with reference to same.

On March 10th, Mr. Burton was at our Yard. We brought it to his attention, and explained to him, that we could not place order at the Mill for Shell Plating, until the plan was returned to us approved.

We would, therefore, ask that you kindly, at your very earliest convenience, return us the blueprint show-

ing the Shell Expansion, in order that we may place the order with the Mill for the Shell Plating.

Your prompt attention will greatly oblige,

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per A. L. RAMSAY.

PERTH AMBOY. March 17, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—We send herewith in triplicate, copies of Specifications for Shell Plating which will enter into the construction of the two Standard Steel Screw Steamers which we are building for your Department.

The order for this material has been placed with the Tidewater Steel Co. May we ask that you will forward these schedules at your earliest convenience, to the American Bureau of Shipping?

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
A. L. R.

PERTH AMBOY. March 20, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we are submitting under separate cover for approval, the following blueprints:

Details Crank Shaft.
" Connecting Rod, Piston & Crosshead.
" Air Pump Gear.
" Cylinders.
Main Deck.

In compliance with your request on March 10th, we

are furnishing a copy of blueprint of Midship section showing modifications and approval endorsed thereon.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,

per

A. L. RAMSAY.

PERTH AMBOY. March 25, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—We send herewith blueprint of the Stem, changed in accordance with red ink notations on blueprint of Stem previously submitted to your Department.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,

per

A. L. R.

PERTH AMBOY, March 31, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we send under separate cover, for your approval, seven (7) blueprints, showing cant frames, water-tight flat, and details

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,

per

A. L. R.

PERTH AMBOY, N. J., April 10, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Steamers which we are building for your Department, we are sending you under separate cover, blueprints showing

Details of Cylinders.

Air Pump and Gear.

Connecting Rod, Piston Rod, and Cross Head, etc.
Bed Plate and Bearings.
Pistons.
Crank Shaft.
Condenser and Housing.

Yours respectfully,
PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
A. L. R.

PERTH AMBOY, N. J., April 16, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Steamers which we are building for your Department, we are submitting under separate cover, for approval, the following blueprints:

Rudder and Details.
Stern Post and Details.

Yours truly,
PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
A. L. RAMSAY.

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,
NEW YORK, N. Y., April 17, 1903.

Respectfully referred to the American Bureau of Shipping, #66/70 Beaver St., New York, N. Y. for their action; five copies of each of enclosed plans (rudder and stern-post) to be returned, when approved, to this office.

D. D. WHEELER,
Asst. Qr. Mr. General, U. S. A.,
Depot Quartermaster.

(49)
14/1903
14 Enclos.

PERTH AMBOY, April 20, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, Army Building, New York, N. Y.

DEAR SIR:—With reference to the two vessels which we are building for your Department, we beg to submit for approval, the following blueprint:

Propeller.
Stern Tube.

Yours truly,
PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
A. L. R.

PERTH AMBOY, April 21, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Steamers which we are building for your Department, we are submitting under separate cover, for approval, the following blueprints:—

Coal bunker, bulkheads and details.

Yours truly,
PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
A. L. RAMSAY,
Treas.

PERTH AMBOY, April 22, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, Army Building, New York, N. Y.

DEAR SIR:—With reference to the two vessels which we are building for your Department, we are forwarding by this mail for approval, the following blueprints:

Plan of Cant Frames, watertight Flat and Detail.
Plan of Stringers and Bilge Keelson.

We have embodied the corrections and suggestions made by the Department up to date, and are resubmitting two

prints of each plan, pending final approval, when we will immediately furnish the balance.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per THOS. A. R.

PERTH AMBOY, April 25, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Steamers which we are building for your Department, we herewith beg to submit for approval, the following plan:—

Plan of Forward Floors and Chain Locker Bulkhead.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per A. L. R.

PERTH AMBOY, April 27, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—As per request of your letter of April 24th, we are re-submitting under separate cover for approval, seven (7) blueprints, showing

Details of Stringer and Bilge Keel.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
A. L. RAMSAY.

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,
NEW YORK, April 28, 1903.

Respectfully referred to the American Bureau of Shipping #66/70 Beaver St., New York, N. Y., detailed plan of stringer and bilge keel enclosed, for their

action; five copies of same to be returned to this office when approved, together with this paper.

D. D. WHEELER,
Asst. Qr. Mr. General, U. S. A.,
Depot Quartermaster.

(54-¼)
#14/1903.
7 enclos.

PERTH AMBOY, April 30, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—We hereby respectfully submit seven (7) prints of the Coal Bunker Bulkheads and Details, for the two Steel Screw Steamers which we are building for your Department.

Yours truly,
PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

PERTH AMBOY, May 1st, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we beg to submit the following blueprints for approval:

Valve gear.
Slide valves.

We also beg to re-submit seven (7) copies of blueprints of

Bed plate, and bearing.
Condenser and housing.
Stern tube.
Propeller.

Yours truly,
PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
A. L. RAMSAY.

PERTH AMBOY, May 4, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—As per your request of April 27th, we beg to forward five (5) blueprints of

Cant Frames, Watertight Flat and Details.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,

per

A. H. CRAWELL.

PERTH AMBOY, May 5, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Depart, we beg to submit blueprint of Windlass which we propose installing on said vessels, for approval.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,

per A. L. R.

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,

NEW YORK, N. Y., May 6th, 1903.

Respectfully referred to American Bureau of Shipping, Nos. 66—70 Beaver St., New York, N. Y. enclosing, for their action, detailed plan (6 copies) of windlass; four copies to be returned, when approved, with this paper.

D. D. WHEELER,

Asst. Qr. Mr. General, U. S. A.,

Depot Quartermaster.

(61)

#14/1903.

6 enclos.

PERTH AMBOY, May 5, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we are sending under separate cover, seven (7) blueprints of the Plan of Forward Floors and Chain Locker Bulkhead, corrected in accordance with red ink modifications. Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
A. L. R.
M.

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,
NEW YORK, N. Y., May 6th, 1903.

Respectfully referred to American Bureau of Shipping, Nos. 66-70 Beaver St., New York, N. Y., detailed plan (7 copies) of forward floors and chain-locker bulkhead enclosed; five copies of same, when approved, to be returned with this paper.

D. D. WHEELER,
Asst. Qr. Mr. General, U. S. A.,
Depot Quartermaster.

(55-¼)
#14/1903.
7 enclos.

PERTH AMBOY, May 6, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, Army Building, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we beg to submit, for approval, two blueprints, showing

Shell Expansion for Preliminary Approval of Riveting.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per A. H. CROWELL,
Secretary.

PERTH AMBOY, May 8, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—We herewith esubmit (6) prints of the Boilers for the two Steamers building by us for your Department. Also seven (7) prints of the Uptakes of same. One print of the Boilers has already been submitted, making seven (7) in all.

We respectfully ask your approval of these prints at your earliest convenience.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,
NEW YORK, N. Y., May 13th, 1903.

Respectfully referred to the American Bureau of Shipping, #66/70 Beaver Street, New York, N. Y., as modified, for their action; 5 copies of enclosed blueprint to be returned to this office when approved, together with this paper.

D. D. WHEELER,
Asst. Qr. Mr. General, U. S. A.,
Depot Quartermaster.

(62)
#14/1903.
7 enclos.

PERTH AMBOY, May 9, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your De-

partment, we are submitting under separate cover for approval, two (2) prints each, of the following:

Galley & Feed Fresh Water Tanks.

Location of Stanchions in Hold.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS.

PERTH AMBOY, May 11, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—We herewith submit for your approval, seven (7) blueprints of the Steam Steering Gear, which we propose fitting on the two vessels building by us for your Department. Also seven (7) blueprints of the Hoisting Engine for same.

Yours very truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

PERTH AMBOY, May 12, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, Army Building, New York, N. Y.

DEAR SIR:—In compliance with your request of the 9th inst., we are sending you under separate cover for approval, five (5) blueprints of

Shell Expansion, showing Details of Riveting.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,
NEW YORK, N. Y., May 15th, 1903.

Respectfully referred to the American Bureau of Shipping, #66-70 Beaver St., New York, N. Y. with

blue-print of shell expansion, showing details of riveting, etc., for their action: Five copies of said blue-print to be returned to this office when approved, together with this paper.

D. D. WHEELER,
Asst. Qr. Mr. General, U. S. A.,
Depot Quartermaster.

(62-¼)
#14/1903
10 7 enclos.

PERTH AMBOY, May 13, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two vessels which we are building for your Department, we herewith submit under separate cover for your approval, Engine plans of the following detail titles:—Two prints of each of the following; namely:—

Cylinder Drain Gear.
20 Shafting.
Thrust and Spring Bearing.
Throttle Valve and Levers.
Reversing Engine and Gear.
Receiver and Exhaust Pipe.
Seven (7) prints of the following, corrected:—
Slide Valve.
Valve Gear.

Yours truly,
PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
30 per
ARTHUR MASTERS,
General Manager.
M.

PERTH AMBOY, May 14, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—We herewith send you under separate cover for your approval, prints of the Blake Feed Pump,

of the size 8" and 5" x 12", also the Donkey or Bilge Pump, which is of the same size.

We also send by the same cover, seven (7) blueprints of the Sanitary Pump, which is also of the Blake pattern, size 3-½" and 2-⅛" x 4".

You will note that these sizes are a little in excess of those specified, but we trust there will be no objection to this advantage.

These pumps will be made at the Blake Works, East Cambridge, Mass. We shall notify you when they are ready for your inspection.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,
NEW YORK, N. Y., May 19, 1903.

Respectfully referred to American Bureau of Shipping, #66-70 Beaver St., New York, N. Y., enclosing blue-prints (7) copies showing details of Blake Feed Pump, for their action.

It is believed that the slightly increased size of the pump proposed should be no objection to its adoption as requested within.

Five copies of accompanying blue-print to be returned to this office when approved.

D. D. WHEELER,
Asst. Qr. Mr. General, U. S. A.,
Depot Quartermaster.
J. W. LITTELL,
By *Major & Quartermaster*
B *U. S. Army.*

(67)
#14/1903.
7 enclos.

PERTH AMBOY, May 15, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we are submitting under separate cover for preliminary approval, two (2) prints of

Engine and Boiler Foundation.

You will note that we have decreased the distance between the back of the Boilers and the Bulkhead by 2 inches, making the distance 16″ instead of 18″.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

(J. W. A.)

PERTH AMBOY, May 18, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—In reply to your letter of May 15th, we beg to say that we take pleasure in forwarding to you, the blueprints to which your letter refers, namely:

Propeller.

Stern Tube.

We regret very much that these prints have not been forwarded to you before. Our Engineer was requested to return all such modified blueprints, as you had previously requested, but in the multiplicity of his duties, he overlooked these two.

Yours very truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per A. L. R.

PERTH AMBOY, May 18, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, Army Building, New York, N. Y.

DEAR SIR:—We are enclosing you herewith, blue-

print of a 4″ Swivel Centrifugal Pump, directly connected to a 4″ x 4″ engine.

The Specifications for this Pump call for a 6″ Suction connection, but no diameter is given for the Discharge connection. The print herewith shows a 6″ Suction, and a 4″ Discharge. Are these dimensions satisfactory?

Kindly advise, in order that we may place this order at the earliest opportunity.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

PERTH AMBOY, May 20, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Steel Screw Steamers which we are building for your Department, we are submitting under separate cover for approval, seven (7) prints of the

21″ Multicoil Feed Water Heater.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

(J. W. A.)

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,
NEW YORK, N. Y., June 19, 1903.

Respectfully referred to the American Bureau of Shipping Nos. 66/70 Beaver St., New York, N. Y., for their action; five copies of enclosed blue-print of feed

water heater to be returned to this office when approved, together with this paper.

D. D. WHEELER,
Asst. Qr. Mr. Genl., U. S. A.,
Depot Quartermaster.

(73)
#14/1903
7 enclos.

PERTH AMBOY, May 20, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—We are returning you herewith, blue-print of the Coal Bunker Bulkhead and Details, which was inadvertently mislaid. We await your final approval of this plan.

Yours truly,
PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

(JWA)

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,
NEW YORK, N. Y., May 22, 1903.

Respectfully referred to the American Bureau of Shipping Nos. 66-70 Beaver St., New York, N. Y., enclosing, for their action, blue-print (7 copies) showing details of coal bunker bulkheads, etc.; five copies of said blue-print to be returned to this office when approved, together with this paper.

D. D. WHEELER,
Asst. Qr. Mr. Genl., U. S. A.,
Depot Quartermaster.

(61D)/1903
#14/1903. (7 enc.)

PERTH AMBOY, May 21, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, Army Building, New York, N. Y.

DEAR SIR:—With reference to the two vessels which we are building for your Department, we beg to submit for approval, a tracing of the Lines, as lifted from the Mold Loft Floor. Also two blueprints of the following:

Displacement Scale.

Profile, Showing the Location of Weights, Etc.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

(JWA)

PERTH AMBOY, May 25, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we are sending you herewith for approval, two prints showing position of Stop Valve Casting on the Boilers, and two prints showing the proposed alteration to the Beams.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

(JWA)

PERTH AMBOY, May 26, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, Army Building, New York, N. Y.

DEAR SIR:—With reference to the two standard Steel Screw Steamers which we are building for your Depart-

ment, we beg to submit, under separate cover for approval, two blueprints showing

Feed Water Tank.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

PERTH AMBOY, May 28, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we are submitting under separate cover for preliminary approval, two (2) blueprints of

Bulwark, Midship House, After Cabin, and Machinery Space Enclosure.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

(JWA)

PERTH AMBOY, May 28, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we are sending you under separate cover, blueprints of the following.

Smoke Stack (2)
Cylinder Drain Gear. (5)
Shafting (7)
Throttle Valve and Levers (5)

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

(JWA)

PERTH AMBOY, N. J., May 29, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, Army Building, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we are submitting for final approval under separate cover, seven blueprints each, of the following:—

Receiver and Exhaust Pipes.

Thrust and Spring Bearings and Pry Wheel.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,

per

ARTHUR MASTERS,

General Manager.

(JWA)

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,

NEW YORK, N. Y., June 8, 1903.

Respectfully referred to American Bureau of Shipping, Nos. 66/70 Beaver St., New York, N. Y., enclosing plan of receiver and exhaust pipes, also plan of thrust and spring bearings and pry wheel for their action; five copies of each said blueprints to be returned to this office when approved, together with this paper.

D. D. WHEELER,

Asst. Qr. Mr. Genl., U. S. A.,

Depot Quartermaster.

(81)

#14/1903.

14 enclos.

PERTH AMBOY, N. J., May 29, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your De-

partment, we are sending you under separate cover for approval, seven (7) blueprints of the

Reversing Engine and Gear.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

(JWA)

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,
NEW YORK, N. Y., June 8, 1903.

Respectfully referred to American Bureau of Shipping, Nos. 66/70 Beaver St., New York, N. Y., for their action; five copies of enclosed blue-print of reversing engine and gear to be returned to this office when approved, together with this paper.

D. D. WHEELER,
Asst. Qr. Mr. Genl., U. S. A.,
Depot Quartermaster.

(82)
#14/1903.
7 enclos.

PERTH AMBOY, June 1, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, Army Building, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we are sending herewith two prints of the following:—

Sketch Showing Continuation of Intercostals beyond Frame 49.

Boat Davits.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

(JWA)

PERTH AMBOY, June 2, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we are sending under separate cover for final approval, seven (7) blueprints showing

Location of Stanchions in Hold.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

(JWA)

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,
NEW YORK, N. Y., June 6, 1903.

Respectfully referred to the American Bureau of Shipping, Nos. 66/70 Beaver St., New York, N. Y., for their action; five copies of enclosed blue-print to be returned to this office when approved, together with this paper.

D. D. WHEELER,
Asst. Qr. Mr. Genl., U. S. A.,
Depot Quartermaster.

(84)
#14/1903
7 enclos.

PERTH AMBOY, June 6, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—With reference to the two Standard Steel Screw Steamers which we are building for your Department, we are sending under separate cover for preliminary approval, two prints of

Stop Valves Castings.

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

M.

PERTH AMBOY, July 10, 1903.

Colonel D. D. Wheeler, Assistant Quartermaster General, New York, N. Y.

DEAR SIR:—We respectfully submit under separate cover, seven (7) blueprints of the Hoisting Engine for the two vessels building for you by us.

Mr. Williamson, the maker of this Engine, informed us that this design was verbally approved in your office on his last visit to you.

Awaiting your reply, we are,

Yours truly,

PERTH AMBOY SHIPBUILDING & ENGINEERING CO.,
per
ARTHUR MASTERS,
General Manager.

1st Indorsement.

OFFICE OF DEPOT QUARTERMASTER,
NEW YORK, N. Y., July 13, 1903.

Respectfully referred to American Bureau of Shipping, Nos. 66/70 Beaver Street, New York, N. Y. for their action; five copies of enclosed blue-print of hoisting engines to be returned to this office when approved, together with this paper.

D. D. WHEELER,
Asst. Qr. Mr. Genl., U. S. A.,
Depot Quartermaster.
By
J. W. LITTELL,
Maj. & Qr. Mr. U. S.

(104)
#14/1903.
7 enclos.

B