

WINSLOW LEWIS.

[To accompany bill H. R. No. 396.]

JANUARY 12, 1838.

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

REPORT:

The Committee of Claims, to whom was referred the petition of Winslow Lewis, praying to be indemnified for his expenditures in preparing to rebuild the light-house at Cape Florida, have had the same under consideration, and beg leave to report :

That it appears from the statements of the petitioner, sustained by the accompanying documents, that the light-house at Cape Florida was destroyed by the hostile Indians in 1836 ; that on the 20th June, 1837, after the surrender of the principal hostile chiefs and most of the warriors to General Jesup, and when it was believed that the war was at an end, Mr. Pleasonton, the Fifth Auditor, wrote to the petitioner for the purpose of ascertaining on what terms, and within what period, he would undertake to repair or rebuild the light-house at Cape Florida ; suggesting, at the same time, that the interest of commerce and navigation required the work to be done as speedily as possible. To this letter an answer was returned by the petitioner, setting forth the terms upon which he would undertake the proposed work ; for which terms the committee refer to a copy of the contract herewith filed. They were accepted on the 30th of June, 1837, in consideration of the importance to navigation of having the light-house lighted in the shortest time.

The petitioner immediately proceeded to make the necessary arrangements for carrying into effect the contract on his part : a vessel was fitted out, a superintendent and all the necessary workmen and hands employed, and materials purchased. The vessel sailed from Boston on the 19th day of July, touched at Key West, took on board the keeper of the light-house, and proceeded to Cape Florida.

At Key West the agent of the petitioner (Mr. Knowlton) had a conference with Mr. Gordon, the deputy collector, (the collector being absent,) who gave it as his decided opinion, that the Indians having resumed hostilities, the light-house could not be repaired at that time ; for if the workmen succeeded in doing so, the buildings would be destroyed by the Indians as soon as finished ; that it would be, therefore, more for the benefit of the United States to pay the expense of the vessel's voyage out and back, and defer making the repairs at that time, with the strong probability of the work being again destroyed as soon as finished. The agent requested the deputy collector to give his opinion in writing, officially ; but this he de-

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clined doing, as he was only acting as deputy collector, and did not like to give any official writing in the absence of the collector. Mr. Dubose, the keeper of the former light-house, had been appointed by the Government to superintend the repairs of the light-house, and to take charge thereof as soon as completed. When the vessel, with Mr. Dubose on board, arrived at Cape Florida, it was discovered that the hostile Indians were in entire possession of the adjacent country; and it was evident that, under existing circumstances, the repairs could not be commenced or carried on either with safety to the hands or advantage to the Government. The Indians had manifested their hostility in a variety of cases in the neighborhood, particularly in the recent murder of the keeper of the floating light; and Mr. Dubose, the keeper of the light-house, and who had been appointed by the Government to superintend the repairs thereof, not only protested against the work being commenced, but declared that if it was commenced and finished, he would not remain in charge of it, but would leave it as soon as the workmen did. The agent of the petitioner determined, therefore, to abandon the work for that time, at least; and returned to Boston with the vessel and hands.

The petitioner presented to the Fifth Auditor his claim for the actual expense incurred by him in this abortive expedition; but that officer, though he professed to believe the claim a just one, did not feel authorized to pay it without first referring it to the Secretary of the Treasury, who gave it as his opinion that the petitioner could only be relieved by an application to Congress. The petitioner has filed an account of his actual expenses in this expedition, which is as follows:

<i>The United States to Winslow Lewis</i>		Dr.
To charter of vessel 54 days, at \$184 per month	-	\$331 22
Captain's wages, at \$75 per month	-	135 00
Mate's wages, at \$40 per month	-	70 67
4 seamen's wages, at \$16 per month	-	108 52
Cook, one month and 15 days, at \$22	-	33 00
Timothy Knowlton, agent and superintendent, 42 days, at \$2 50 per day	-	105 00
Elias Bowen, master of the workmen	-	112 50
Nehemiah Cushing, mason	-	56 00
Isaac Alexander, do.	-	56 00
Eben. Ross, laborer	-	35 00
Samuel Newell, carpenter	-	54 00
Charles A. Staples, do.	-	54 00
Thomas Anderson, laborer	-	27 51
Michael Connelly, do.	-	27 51
Provisions for 16 men 50 days	-	297 00
Premium of policy of insurance	-	63 50
Pilotage into Key West	-	10 50
Ditto from Key West to Cape Florida, inside	-	142 00
Custom-house fees at Key West and Boston	-	1 50
Labor loading and discharging cargo	-	25 50
Truckage and wharfage	-	25 25
Two cords of wood used on the voyage	-	10 50
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		\$1,781 68

The petitioner has proved, by vouchers, the principal items in the foregoing account : that the vessel was chartered, the necessary hands employed, and the voyage to Cape Florida and back to Boston performed ; and it appears to the committee that the number of hands charged to have been employed, was not greater than necessary ; and that the wages charged to have been given, (considering the season of the year, and the unhealthiness of the climate where the work was to be done,) were not extravagant.

The claim presented in this case is somewhat novel in its character, but the committee, nevertheless, believe it to be founded in justice. It is evident that both the contracting parties believed the Seminole war to be at an end ; and that but for that belief, the Government would not have proposed, nor the petitioner have undertaken, to rebuild the light-house at Cape Florida. It is also evident that the loss of the claimant was occasioned by his laudable alacrity in attempting to execute the contract on his part. Had he been less prompt in commencing the execution of his contract, the resumption of hostilities by the savages would have been known at Boston before the sailing of the vessel, and the loss which he sustained consequently avoided. Had Mr. Pleasonton, under whose instructions the contract was made, been at Cape Florida when the vessel landed, would he have required, or even permitted, the claimant to commence the rebuilding the light-house ? The committee believe that he would not. And as far as the Government was represented in the person of the deputy collector at Key West, and the keeper of the light-house, (who was specially directed to superintend and receive the work,) the contractor was authorized—nay, required—to abandon the undertaking.

Under all the circumstances of the case, the committee have come to the conclusion that the petitioner is entitled to relief, and recommend the introduction of a bill for that purpose.

