

Representation to ~~the~~ others.

To the Honourable John Armstrong Esquire Secretary at War
of the United States of America

The Memorial of the Subscribers Contractors with
the United States for the Manufacture and delivery of a certain quantity
of Muskets respectfully represent.

That on the 30th day of June 1808 your
Memorialists entered into a contract with the United States of America
by the agency of French Coxe Esq; then purveyor of Public supplies
for the United States in the City of Philadelphia, for manufacturing
and delivering in five successive years, ten thousand stands of Muskets
with Bayonets complete of the form, kind, dimensions, quality, and
substance, in all parts of a certain selected pattern musket with
Bayonet, made at the public Armory of the United States, at Harper's Ferry
in Virginia" of which musket so manufactured by your Memorialists
two thousand stands were to be delivered annually at the arrival of
the United States in the County of Philadelphia, until the said con-
tract was completed, and it was furthermore agreed on by the
contracting parties, that the price for each of the said stands described
as aforesaid, should be ten dollars and twenty five Cents payable to
the amount of each, and every parcel delivered, on demand after a
full and correct inspection by a person, or persons to be appointed
for the purpose by the United States, and that after such inspection
should certify that the Arms so by him inspected corresponded
in all their parts, and substance, quality, and workmanship with
the selected pattern or patterns aforesaid" - A short time after
your Memorialists had entered into the said contract with the
United States they commenced making the necessary preparations

for

for carrying the Contract into effect on their part at a very heavy expence, and entered into large contracts in the subordinate branches of the business, that in about three months after they had signed said contract, they were furnished with the pattern guns and on the receipt of the Patterns entered upon the work, which was prosecuted with vigour and without delay. —

Your Memorialists do further state that after they had made considerable progress in the work, Charly Williams the Inspector appointed by the United States arrived, who immediately started objections to the Patterns and set them aside, considerable work which had been executed agreeably to the Patterns was also laid by. That Mr. Pettebone who acted as inspector during Williams's absence against objecting to parts that Williams had directed, but both agreed in rejecting the pattern gun and changes were as certain as a change of Inspectors took place, and often were muskets refused by inspectors equal if not superior to the pattern, that the work in general was much superior to the patterns and that those finally accepted and passed by the inspectors were at a most moderate computation, worth twenty per cent more than the stipulated price. But your Memorialists relying on the justice of the Government of the United States continued to furnish the arms as required by the Inspectors, under the disadvantage and disappointments before stated, and the Bills were made out from time to time agreeably to the stipulated prices contained in the contract, although your Memorialists consider the

Contract

Contract to be executed on the part of the United States.

That about three years ago and frequently at other times the Parveyer was informed by J. S. Henry of the treatment we received from the said Inspectors, and particularly on the 20th day of November 1810 we named the difference and value thereof to the then Secretary of War informing him that we should prefer a suit at Law, to the being harassed and abused by the Parveyer and as it would also ascertain the grounds on which we stood with respect to the quality of the Arms we were bound to furnish —

That about the close of the Year 1811

William Henry in company with Genl Brown a member of Congress on behalf of your memorialists attended at the office of the Secretary of War at Washington, with a view of having our claims adjusted; and at the same time proposed the subject of introducing a mathematical definition of the Musket desired by Government in order that thereafter a settled principle in the manufacture of Muskets might be relied on, your memorialists presumed that had the principle been adopted, not only uniformity in the arms would have been the desirable result, but would have been an immense saving to the United States. That the said William Henry did at this time also relate to the Secretary of War the intention of your memorialists to discontinue the manufacture of Arms unless we could procure an adjustment of our claims for a reasonable advance in the price; as well for those to be delivered hereafter and those already delivered; and mentioned twenty per cent on the stipulated price as being a very moderate compensation.

for

for the improved character of the guns furnished by us, and
the Secretary at War did consider the claim as just declaring
that a enumeration should be made and on the second day
of January following the said William Henry in company with
General Brown again waited on the Secretary at War to whom he
handed a written statement of the grounds of your memorialists
claim for remuneration, containing also a proposition to refer
the examination of the muskets to three impartial professional
men, and to submit to their decision and that the Secretary
did again assure the said Henry that your memorialists should
be compensated for the extra work done upon the muskets, but
did not think proper at that time to enter into a written
agreement on the subject proposed, (and which the said Henry
urged) But again played solemnly the honour of the Government
that your Memorialists should be compensated and on the said
William Henry's reiterated request of a compleat adjustment of
your memorialists claim, he gave the most positive assurance
that if your memorialists went on with the manufacture of the said
arms they should most assuredly be fully compensated, and that
the Secretary in the strongest and most unequivocal manner re=
peated at different times - Therefore your memorialists
now finding that a change in the form, make, and value of the
gun is again intended and desired on the part of Government
We look up with earnest solicitude for that justice they are
entitled to and respectfully request an additional allowance of
Twenty per Cent on the price contracted for on the muskets

already —

already delivered and what may yet be delivered with a view
to said Contract or if the Honorable the Secretary at War
should not be disposed to accede to this proposition, that then
he would be pleased to direct a reference of the case to three
impartial professional men and that each party have the
choice of one and the two so chosen to choose a third, and
who, or any two of them shall decide upon all matters in
variance - Your memorialists if required will substantiate
by the most unquestionable proof all and every of the facts
stated in their Memorial, to which the attention of the
Honourable the Secretary at War is respectfully solicited.
And in duty remains with due submission of -

*Copy of a Letter from Wm & Geo. Goddard to the
Secretary at War dated Philad November 20. 1810.*

Mr Cox Surveyor of Public supplies of
having in conversation with Joseph Henry and Mr Jordan one of
our securities mentioned his intention of referring to you what he stated
to be his opinion, that a suit should be brought by the United States
against us on account of our deficiency in not having delivered the
full number of arms according to contract, for recovery of damages.

We conceive it becomes our duty to relate to you our view
of the subject - When we entered into contract with the Surveyor we the
were not informed to what extent contracts would be made
with other individuals for like purposes. I but believed that the prudent
and proper limits would be attended to on the part of the United States

Knowing

, knowing well the situation of manufacturers in that line of business.
We on our part did suggest to the Parvymen that if the number
of contracts were increased to an unreasonable degree it would retard
the business and prevent us, at least in respect to the first part of time,
limited in delivering the stipulated number, and we do now allege the
delay that has taken place is a consequence of the great number of
undertakers coming forward at this time - it wants no other
explanation (on this point) than to say Sir, the workmen were not
to be had that could finish work fit for the service, that we
must make the workmen first, but that under the protection of
a hand of Government we should furnish a sufficient number of good
workmen.

We had contemplated & did intend throughout
the whole of our works to procure the best raw materials and to
furnish the best of work, and had forebore offering of such work
as we found would not come up to the standard we had in view -

We have found you believe it will be generally found
throughout all the Gun factories in the U.S. that sufficient attention
has not as yet been paid to the raw material Par Iron: to this part
of the Business we have paid particular attention & after much trouble
have obtained some improvement - In short we can assure you, we
have paid every attention to the business which reasonable and honest
men would wish us to do, to the best of our abilities - You are
no doubt informed of the difference it is to the manufacturer in the
quality of the arms required by the inspectors on the part of Govern-
ment, and of their being materially different from the Pattern
furnished under the contract - in being the wish of Government
as we understand (and approve of the improvement). The Arms

are

are worth in our estimation Twenty five Thousand Dollars if they were
like the Patterns. although this is done at present at the expense of the
Contractors. Mr Cox's part in the business is unpleasant to be
reflected upon, but it is unavoidable, his frequent threats of suits and
lately his application to our securities, has had a very malignant
effect and rouses the suspicion of every dependant workman and will
most assuredly destroy the contractors of their business if repeated, we
would at any time refer a suit at law to such treatment.

We may add Sir if the Government of the United States should deem
it expedient to supersede the contracts we will upon notice furnish
such a number of guns equal to the sum advanced and relinquish
the business. It holds out no encouragement to induce a wish for its
continuance on our part - We are &c &c

(Signed) Wm Schenck: Henry

Copy of a Letter from William Henry to the Secretary of War
dated Washington January 28th 1812.

It having been submitted to the Secretary of War by William Henry
of Southampton County of John Gos: Henry of the Northern Liberties of
the City of Philadelphia both of the State of Pennsylvania said man
ufacturer, who have contracted to furnish the U.S. with ten thousand
stand of Arms according to a pattern furnished the said contractor
on the part of the U.S. by the Purveyor for \$30.75 per stand. That
the said contractor in pursuance of said Contract commenced the
Manufacture of said Arms. and that they were induced by the inspection
on the part of the U.S. to manufacture their arms of a grade much
superior Workmanship, that they, confiding in the honor of the
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of the Government have continued the manufacture of said and delivered
into the Public Arsenal near the City of Philadelphia to the amount
of near four thousand stand of such arms, for which they have received
a partial compensation at the rate of ten dollars seventy five cents
per stand - upon which the said Contractors claim an advance of
twenty five per cent as an average of the superior value of the arms so
delivered in comparison with the pattern put into their hands, by
which alone they believe themselves bound to furnish the said arms.
It is therefore further submitted on the part of the said contractors
if there be any doubt on the part of the Government of the U.S.
as to the justice of their the contractors claim in this behalf
to refer the question and decision to three impartial professional
men, one whereof be chosen by each party, and which two, so
chosen, to choose a third person, who, or any two of them shall
determine upon the above claim to be given in writing within
four weeks after a decision, of what the said referees meet in
Philadelphia forthwith — Signed (William Henry)

Statement of Genl Robert Brown dated Allentown April 3rd 1813

Memo On the 30th day of December 1811 Genl R. Brown
and William Henry Esq^r called on the Secretary of War at the War
office in the City of Washington. Mr. Henry states that he had come
to Washington with a view of obtaining an adjustment of a claim
arising on a contract entered into by said Henry of his son John
Isaiah Henry of the Northern Liberties of the City of Philadelphia

Genl

Gunsmakers of one part and such Cox Purveyors of Public supplies
under the direction of the Hon^rble Henry Dearborn former Secretary
for the United States. That the Contract was made that they the
said Mys^r & Henrys should furnish a certain quantity Muskets
by a certain pattern furnished by the United States. that they said
Manufacturers had proceeded to make said guns by the said pattern,
but that upon the first visit of Charles Williams who appeared as
(and as the said Mys^r & Henrys were notified by the said Purveyor)
as Inspector of the said Arms under the orders of Secy of War
he not only condemned much of the work but the Pattern by which
the work was made (meaning the Pattern gun furnished by Govern-
ment) he refused to admitting that as the rule by which the work was
to be compared of the several inspections who succeeded Mr Williams
although varying in many particulars from Mr Williams all
insisted on work of a much higher character than that of
any of Pattern guns given out by the then Purveyor and that was
known to the said William & Jos^r Henry. —

Mr Henry at the same time mentioned the amount
of Twenty per Cent advance on the stipulated price of the gun as a
moderate compensation for the improved character of the work
furnished by them the said William & Joseph. —

The Secretary encouraged the claim as
just that a renumeration would be reasonable and should be
made. — On the 2^d January following Genl Brown again
accompanied Mr Henry to the War Office and there met the
Secty. Mr A. handed the Secretary a paper in which he had
stated the grounds of their claims and an agreement added to
one

open

riper, the examination of the guns to three impartial professionals,
new and to submit to their decision - the Secretary advised Mr.
Henry that they should be compensated for the extra work done
upon the guns, but at this time thought it improper to enter into
a written agreement on the subject, but otherwise solemnly pledged
the honor of the Government, that Miss' Henry should be so compensated
as, that on Mr. Henry's reiterated request of the claim being
put in a train of compact adjustment the Secretary again, and
again, gave the most positive assurance that if Miss' Henry's
only went on with the manufacture of the Arms, that they should
most assuredly be fully compensated, that the Secretary frequently
pledged his word of his honor as an officer.

That the Secretary also informed
Mr. Henry of his having conversed with French Cox, Surveyor of
on the subject of a proposition of said Henry to introduce
a set of mathematical rules into the said Manufacture of Arms.
by which the most correct standards for imitation could be
produced, and he assured the plates should be struck off
at the public expence. - On the 3^d Inst. following Gen. Brown
again called at the War Office, the Secretary desired the General
to inform Mr. Henry, that they should rely on his honor that
he would see us compensated for the extra work we done
to the guns, but that he had his fears of the propriety of giving it
in writing - If we continued to make the guns on the improved
plan he would warrant us we should be compensated -
To the best of my recollection the facts above stated
are correct Signed Robert Brown
Allen Township Aprt 3^d 1813

Whereas Henry Dearborn Esq^r Secretary of the War Department
of the United States has invited proposals for the manufacturing
of Muskets with Bayonets by a publick advertisement bearing
the date the 15th day of May last whereof the following is a copy.

War Department May 15th 1808 —

Proposals in writing will be received by this Department until
the first day of August next for manufacturing Muskets with Bayonets
— one of the kind and dimensions manufactured at the United States
Armories at Springfield, Massachusetts and at Harper's Ferry Virginia
every part to correspond in dimensions, materials, workmanship and
proof, with the samples which will be given from one or the other
of these Armories, or from Mr Whitney's Armory at New Haven in
Connecticut. It will be unnecessary for any one to offer terms unless
the price shall be reasonable and not exceeding ten dollars of
Seventy five Cents. Any person inclined to contract for the delivery
of four, five hundred to two thousand stands a year for five years
will on the execution of the Contract enter into bond with appro-
priate sureties for the faithful performance thereof, received in advance
if required a sum equal to ^{the} amount of the contract price of the
number he shall agree to deliver the first year, and such other
subsequent advances as his probability in the faithful performance
of his contract shall entitle him to. No proposal will be attended
to unless from persons of such character as can be fully relied on
for a faithful and punctual performance of their Contracts, and who
can give ample and satisfactory security for the correct fulfillment
thereof. No muskets will be received under any contract that shall not
on a full & correct inspection by persons appointed for the purpose.

be

found in all their parts and in workmanship fully to correspond
with the Patterns —

Signed at Philadelphia
Decr 27th 1775
Wm Henry
Secretary of War

And Whereas in consequence thereof a joint proposal has been
made by William Henry of the Township of Nazareth and County of
Northampton in the State of Pennsylvania and John Joseph Henry
of the Township of the Northern Liberties in the County of Philadelphia
in the same State Gunsmiths, to make and deliver two thousand stands
of the aforesaid Arms, *I know I know* (sic) that in consequence
of the foregoing it is hereby mutually agreed by and between the
United States (by the Agency of French Commissioners of public supply)
and the aforesaid William Henry & John Joseph Henry that said
William Henry & John Joseph Henry shall and will manufacture
and deliver in each and every calendar year following the day of
the date hereof for and during five several successive years at
the public Arsenal of the United States in the Township of Moyamensing
in the River Schuylkill two thousand stands of Muskets with Bayonets
complete of the iron, steel, dimensions, quality and substance in all
parts of a certain selected pattern Muskets with Bayonet made at
the public Armoory of the United States at Harper's Ferry in Virginia
It is further agreed that the price of each of the said stands consisting
of a Musket with Bayonet complete is and shall be two dollars
forty seven cents payable to the amount of each and every
pencil delivered on demand after a full & correct inspection by
a person or persons to be appointed for the purpose by the United

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states and after such inspection shall certify that the Arms so
by him inspected fully correspond in all their parts and in sub-
stance, quality of Workmanship with the selected patterns or patternes
afforded - It is further agreed that a sum shall be advanced
by the United States to the said William & John Joseph Henry
equal to ten per Centum on the amount of the said contract
on the execution of the same with a satisfactory Bond with
sufficient security for the faithful execution of fulfilment thereof

It is hereby expressly conditioned that no member
of Congress is or shall be admitted to any share or part of this
Contract or agreement or to any benefit to arise therefrom -

Witness the hand of the said French Coxe pur-
veyor of public supplies, the hands and seals of the said
William & John Joseph Henry this 30th day of June, 1808

(By duplicate)
Sealed & Delivered in
the presence of us
Francis J. Coxe.

French Coxe Purveyor
of Pub. Supply
Signed
Will Henry
Joseph Henry

Copies
of
Contract with U.S. States
for 10000 Markets

Vov

Whereas Henry Dearborn Esq., late of the War Department of the United States, has made arrangements for the manufacturing of muskets with bayonets, by a public contractor, during one of the recent years of my任事處, the
manufacture is now
clearly established.
Proposals, in writing, will be received by this department, under date of
1st August next, for making bayonets, with bayonet cases, and scabbards,
manufactured at the United States armories at Springfield, and delivered
in time for the use of the army.

not at Roanoke they remain every hour to converge on the westwardly line through with the people which will begin formed in the idea of their conversion from Mr. White's assembly at New Haven in Connecticut.

My price include a contract for the delivery of three thousand bushels and stand a year from this year and in the event of the contract being let go with options service for the following performance
being secured if requires a sum equal to the amount of the contract price of the number he will give to deliver the first year
and each other subsequent deliveries at his convenience in the place
of performance of his contract shall settle him to.
No premium will be allowed to supply from persons of such character as can be had
which are fair, faithful and punctual performance of the contract and will have given
ample knowledge of the quality of the grain required
No premium will be received under any contract, that shall not run for one year
not inspection to persons appointed for the purpose, he runs in all this part
and in this manner fully to correspond with the pattern or standard.

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Mr. Dandridge, Secretary, New

and where a considerable tract of land has been made to till.
Holding of the slaves of Virginia and County of Washington in the state of
Pennsylvania and other parts of the Northern States
is to the advantage of slaveholders in the same state gain nothing to make and
will do more harm than good. Now know ye
that in consequence of the following it is hereby enacted by
and between the United States & the agents of said State of Penn-
sylvanian of both in Congress and the express and true intent of
said State, that said William Henry & Son, Sept. 24th, 1850,
will furnish and deliver in and are very willing and ready to furnish
the day of the date hereof for and during five years and successive
years at the full price of the United States in the Southern part of

After running in the said Schelline, two chains being furnished with
Dynamite placed at the base, dimensions giving no resistance
in a part of certain and later orders made will be met and
at the same time comes to the United States it is to begin to give
the public notice that the price of coal to us and others con-
sisting of a number of persons, is to have a sum above a
certain sum cents per ton & the amount of said sum will be given
delivered on demand after a free and careful inspection by a person
appraised to the public service by the United States and after such an
appraisal shall certify that the coal runs in by train respectively being weighed
in all their parts and in other substance, quantity and quality and
with the selected pattern or patterns previously
it is further agreed that a sum shall be advanced by the United
States to the said William & John Langford being paid to the owners
on date amount of the said contract, under condition of the same, with
a satisfaction being with sufficient security for the further ex-
ecution and performance thereof.

It is hereby expressly condition, that no number of days will be required
to be admitted to the share or part of this contract or agreement as to any
benefit to arises therefore -

Within the hands of the said French Creek Processor of
Public Supplies, & the hands of each of the said William &
John Joseph Henry this 30th day of June 1808.

Wm Langford
John J. Henry
In witness whereof we have hereunto set our hands
in presence of us
Wm Langford
John J. Henry

Answer to the

1st Interrogatory. The Office of the Commonwealth did claim Interest on the balance that was
be found due by the Auditor; but after a full investigation of the whole
Accounts, The Auditor[®] agreed that no interest should be allowed on
the balance owing to the Commonwealth.
or at least a Majority of them as in my Answer to the last Interrogatory on the part
of the Commonwealth of Lancaster County.

2nd Interrogatory

The interrogatory is answered by my answer to the first.

3rd Do -

Answer Yes.

4th Do -

Answer I do not recollect to see her Appointerment or any
Records, or whether she held the appointment in her own right or that
of others, was no Matter of Enquiry with the Defendants. There being
no Separation either in the charges or credits against and for the
defendants. - it was never disputed before us, but that she held
the appointment from the Commissioners of Lancaster County from
the time of her husband death 1786 until her death said to be in 1799.

5th Do -

Answer Yes. so it did appear.

6th Do -

Answer Yes. I think they were

7th Do -

Answer Yes. I think generally against the Executrix

8th Do -

Answer Yes. Generally - two or three Receipts in her own name

(Exceptions), which was creditable to the Execr.

9th Do -

Answer I recollect on our first meeting on this case in October last
it was urged by Defendants Jas. J. Henry, the impropriety of
the surviving executors being held to account for the Treasuryship of the Mother, who
had been appointed by the Commissioners of Lancaster County contrary to their
last will without their concerte. But the Office of the government insisted
as they were co-executors with Anne Kenny in the will & Testament of Wm. Henry deceased
they might hold them accountable, they gave several other reasons, and it was finally
agreed upon to go on the principle urged by the Office of the government. from
what I recollect of those accounts it will be a very difficult business to make just
separation of them - if it is possible it will consume a great deal of time before
complited.

10th Interrogatory. I do not suppose an answer to this Interrogatory could be expected
from me (to say the last of it) in proper time, however it shall be answered
improper as it is - Answerers this large balance as it is called was
produced.

10th Interrogatory. Continued
produced to the Defendants from a Period of the Books Statements and
Vouchers submitted to them by the parties, together with their Obligations;
These documents produced the debts, and credits; and the balance
necessarily turned out to full view, without any other endorsement or
notice whatever on the part of the Auditors; and they would
have had pleasure if the defendants had produced Vouchers
to them, to have extinguished the whole, or to have made the balance
smaller than it is reported.

11th Interrogatory. Answer. It will be a difficult query and hard to complete

12th Do - - -
Answer. The Auditor carefully sought for a mode
To ascertain the true balance and in my mind has
brought it out as near just as it is possible, I cannot
take ~~upon~~ upon me to give an opinion on the Public
Officers without of their Accounts.

Interrogatories on the part of the Commissioners of Lancashire County

1st Interrogatory. Did the Auditors allow any interest to the State
in the action of the Commonwealth v. S. H. Henry &c.^{rs}

Answer not any.

2nd Interrogatory. Did not the Officers representing the Commonwealth
claim Interest upon the sum found by the Auditors
and was not the allowance of any interest thereon
refused by the Auditors

Answer. The Officers on behalf of the
Commonwealth did claim Interest on the sum that might
be found due by the Auditors; and they the Auditors did
agree (at least a majority of them) not to allow any
Interest on the balance

Sworn to before
Jas. Garrison. Yesterday 7th July 1848. —

Sketch
Memorial Soc.
Dr. J. F. Murray to
the day at War.

20th April 1873

bifff To the honorable John Armstrong esquire Adj't at War
of the United States of America.

The Memorial of the subscribers contracted
with the United States, for the manufacture and delivery
of a certain quantity of Muskets. — Respectfully repre-
sent.

That on the 30th day of June 1803 your memorialists
entered into a contract with the United States of America, by
the Agency of French Bone mfg, then purveyor of public supplies
for the United States, in the City of Philadelphia, for manu-
facturing & delivery of five successive years Ten thousand stands
of "muskets with bayonets complete, of the form, kind dimen-
sions quality and substance in all parts of a certain selected
pattern musket, with bayonet made at the public Armory of
the United States at Harper's Ferry in Virginia", of which
Muskets so manufactured by your memorialists, two thou-
sand stands were to be delivered annually at the Arsenal
of the United States in the County of Philadelphia until
the said contract was completed, and it was furthermore
agreed on by the contracting parties, that the price for each
of the said stands described as aforesaid should be Ten dol-
lars and seventy five cents, payable to the amount of each
separate parcel delivered, on demand, after a full and cor-
rect inspection by a person or persons to be appointed for the
purpose by the United States, and that after such inspection
should certify that the arms so by him inspected corres-
ponded in all their parts, and substance quality and
workmanship with the selected pattern or patterns afo-
resaid." — In short time after your memorialists had entered
into the said contract with the United States they commenced
making the necessary preparations for carrying the contract
into effect on their part at a very heavy expence and entered
into large contracts in the subordinate branches of the business
that in about three months after they had signed said contract
they were furnished with the pattern guns, and on the receipt
of the patterns entered upon the work, which was prosecuted
with vigor and without delay.

Your Memorialists do further state, that after they
had made considerable progress in the work, Charles Williams
the Inspector appointed by the United States arrived who im-
mediately started objections to the patterns, and set them aside
considerable work which had been executed agreeably to the
pattern was also laid by. That Mr. Pettibone who acted
as an Inspector during Williams's absence again objects
to parts that Williams had directed, but both agreed in rejecting
the pattern gun, and changes were as certain as a change
of inspectors took place, and often were Muskets refused by Inspectors,
equal to if not superior to the pattern, that the work in

general was much superior to the patterns, and that they finally accepted and paid by the inspectors were at a most moderate computation, worth twenty per cent more than the stipulated price. — But your memorialists, relying on the justice of the government of the United States continued to furnish the Arms as required by the inspectors, under the disadvantages and disappointments before stated, and the bills were made out from time to time agreeably to the stipulated prices contained in the contract. Although your memorialists considered the contract to be violated on the part of the United States.

That about three years ago, and frequently at other times the purveyor was inform'd by Mr Joseph Henry of the treatment we received from the said inspectors, and particularly on the 20th Novth 1810. we nam'd the difference and value thereof to then Secretary at War, informing him that we should prefer a suit at law, to the being harass'd and abus'd by the purveyor, & as it would also ascertain the true ground on which we stood with respect to the quality of the Arms we were bound to furnish.

That about the close of the Year 1811 William Henry in company with Gen^d Brown a member of Congress, on behalf of your memorialists attended at the office of the Secy at War at Washington with a view of having our claims adjusted and at the same time prop'd the subject of introducing a mathematical definition of the Muskets desired by Government in order that thereafter a settled principle in the manufacture of muskets might be relied on. Your Memorialists that had the principle been adopted not only uniformity in the arms would have been the desirable result, but would have been an immense saving to the U.S.

That the said William Henry did at this time also relate to the Secretary at War, the intention of your memorialists to stop the manufacture of Arms unless we could procure an adjustment of our claims for a reasonable advance in the price as well for those to be delivered hereafter and the already delivered, and mentioned Twenty per cent on the stipulated price as being a very moderate compensation for the improved character of the guns, furnished by us. And the Secretary at War did consider the claim as just, declaring that a remuneration should be made, and on the second day of Jan^{ry} following the said William Henry in company with Gen^d Brown again waited on the Secy at War to whom he handed a written statement of the grounds of your memorialists claim for remuneration, containing also a proposition to

refer the examination of the markets to three impartial & professional men, and to submit to their decision, and that the Secretary did again assure the said Henry that your Memorialists should be compensated for the extra work done upon the Muskets, but did not think proper at that time to enter into a written agreement on the subject proposed, (and which the said Henry urged)

But again pledged, solemnly the honor of the Government that your memorialists should be compensated and on the said William Henry's reiterated request of a complete adjustment of your memorialists claim he gave the most positive assurance, that if your memorialists went on with the manufacture of the said Arms, they should most assuredly be fully compensated, and that the secretary in the strongest and most unequivocal manner repeated, at different times

Therefore, Your Memorialists now finding that a change in the form make ~~and~~ value of the gun is again intended and desired on the part of government. We look up with earnest solicitude, for that justice which they are entitled to, and respectfully request an additional allowance of twenty per cent on the price contracted for, on the Muskets already delivered and

~~which we have delivered~~
Or if the honorable the Sec'y at War should not be disposed to accede to this proposition, that then he would please to direct a reference of the case to three impartial professional men and that each party have the choice of one, and the two so chosen to choose a third, and who or any two of them shall decide upon all matters in variance.

Your Memorialists if required will substantiate by the most unquestionable proof all and every of the facts stated in their memorial, to which the attention of the honorable the Secretary at War is respectfully solicited.

And in duty remain with due respect
John H. Jackson

W. H. Jackson



On my open tree
Grandsons
take

F.P.

Pennsylv.
Wrightsville

Schuylkill County

State of Pennsylvania

No. Dec. 16, 1882.

Circular post
mark

Gant
Purveyor's Office, Philadelphia,
December 9, 1808.

AS a considerable number of contracts for muskets, with bayonets, has been made, I take an early occasion to address a letter of information and remarks to all the contractors, which may be useful.

The importance of good arms is manifest. They are indeed necessary. The lives of our fellow citizens, to whom the use of them is committed, depend upon the excellence of their arms. The defence and safety of the country, in an unexampled time, also depends upon the real goodness and efficiency of our arms. Their being delivered with punctuality, and in due season, are also essential to prudence, and may be so to the public safety. It has been found easy to keep the workmen at the armories to the manufacturing of such arms as I have received through the War Department from Harper's Ferry. Two stands have been retained as patterns, and the others have been delivered to the contractors, to aid them in keeping their workmen to uniformity and goodness of workmanship, as well in the fitting or joining of the parts, as in the form and finish of those parts respectively.

The purposes and uses of the arms are well known and understood, and the price is a good one, as is proved by the tenor of the proposals, the number of the contracts, and the desire of the contractors to manufacture quantities not only large in themselves, but in most instances greater than could be accepted by this office. It is prudent therefore for the contractors to provide, from their respective commencements, for making *good work* out of materials *really fit and proper*.

I have to inform you, that Mr. Charles Williams, formerly of the United States armories in Virginia, at New London and Harper's Ferry, is appointed by the Secretary of War to the important duties of proving and inspecting. He will probably make his ordinary residence so far in Philadelphia as to render it generally expedient for you to make applications to him here, and you may cover your letters for him, on this public business *only*, to me, as he has not a frank; and in case of his absence, I shall probably know whether to send them. For the information of both offices, he wishes your letters to be sent to me unsealed. I believe you will meet in Mr. Williams a candid and temperate, but a real and faithful judge, and decided inspector of the materials, proportions, workmanship and fitting of arms. He will be strict in rejecting really inefficient and inferior muskets or bayonets. It is necessary for you to expect this, and that arms, inferior to the patterns, in any point, or in putting together, will not be passed by him.

I trust that you will excuse the apparent particularity of this letter. Nothing more than the true meaning of the Secretary's advertisement, and of the contract, is or can be desired by me; but as nothing less can be accepted, I wish to prevent those evils to the United States, and to you, which would arise from the manufacture of inefficient and exceptionable arms.

I am,

Gant

Your most obedient servant,

Purveyor

Purveyor of Public Supplies.

Ms. M. 5. 9. J. Henry
W. G. Smith &
Northampton Co.
for W. Henry Esq. Jr.