

REPORT

Of the Select Committee to whom was referred the Case of Moses Shepherd, accompanied by a Bill for his relief.

FEBRUARY 8, 1825.

Read, and, with the Bill, committed to a Committee of the whole House.

The Committee to whom was referred the petition of Moses Shepherd, have had the same under consideration, and have come to the following

REPORT:

That the report made by the Committee to whom the same subject was referred at the last session, contains, according to the view of this Committee, a just exposition of the merits of the claim, which they refer to as the grounds of this report. In addition to the same, they would add, that the Secretary of the Treasury, in answer to the resolution adopted at the last session upon that report, admits the position assumed by the Committee, that the Government ought to be bound by the acts of its agent, unless they were fraudulent, and Shepherd privy to the fraud. But this Committee do not agree with the Secretary in his conclusion, that Shepherd was in partnership with, or privy to any fraud of the agent; so far from it, the evidence to their minds is satisfactory, that Shepherd has acted with fairness, and without collusion of any sort with the agent; and that the whole of the work he performed, he executed under contract and directions of the agent of the Government; that, as it regards the report of the Commissioners it seems to the Committee, when compared with all the circumstances and evidences, is not to be much relied on; that the Committee cannot suppose, as the Secretary of the Treasury has done, that the evidence of the said Commissioners can be material: it is fairly to be presumed that they stated all they knew, at least all that tended to operate against Shepherd's claim; and it is scarcely presumable, from the temper and tenor of the report, that they would swear to more against Shepherd's claim, than the were willing to disclose as Commissioners: on the contrary, it may be inferred, if cross examination is valuable in eliciting the truth, by a full disclosure pro and con, that Shepherd might reasonably hope to obtain a further eluci-

dition of his claim, or to relieve it from some of the shades which the report of that Commission has cast upon it. But the Committee are of opinion, that there is sufficient evidence of the justice of his demand, in the facts of his having performed the labour, under the agents of Government, fairly and without fraud; and the objection, that he has cleared 80,000 dollars by his contracts, cannot lie as there is no satisfactory evidence of the fact; but there is abundance of evidence that he has, instead of making, sunk money by his undertakings; but, whether he has made or lost, is no criterion by which to adjust the accounts of an individual, under fair contract and stipulated prices: The one has agreed to give, the other to do and receive; and by their contract each is bound, unless fraud or misrepresentation is shown; neither of which, in the opinion of the Committee, has been done. They, therefore, report a bill for his relief, upon the principles of the former report, and the account made up at the Treasury Department.

The Committee on Roads and Canals, to whom was referred the
Memorial of Moses Shepherd,

REPORT:

That, on the 17th day of February, 1817, said Shepherd entered into a contract with Eli Williams, the agent of the Government of the United States, to make and construct certain mason work on the Cumberland Road between the town of Alexandria, and the east foot of Wheeling Hill.

The contract is in writing. The substance of the contract is expressed in the following extracts from the agreement, to wit: to build and complete, in a workmanlike manner, two large bridges below the Forks of Little and Middle Wheeling, each of which are to be arches of 100 feet chord, and twenty feet wide, at \$10,630 each, and two bridges over Little Wheeling, at Bentley's, each of 75 feet arches, and twenty feet wide at \$9,371 each. And also to make and construct all other bridges, culverts, and other mason work, between the east foot of Wheeling Hill and Alexandria, at three dollars and twenty-five cents per perch. It is understood and agreed, by the contracting parties, that, in case the size and dimensions of either of the four bridges herein specially contracted for shall be altered or enlarged, that a proportionable allowance shall be made and paid for by the United States.

That Josiah Thompson was appointed by the President of the United States, superintendent of the western section of said road, within which was Shepherd's contract; and that, by the terms of the contract between Shepherd and the Government, connected with the instructions given by the Secretary of the Treasury, under the directions of the President, to the superintendent, he was constituted the sole judge of what mason work was necessary to be made, the manner, sufficiency, and where it should be placed upon the road. That

the superintendent was made the agent of the Government to measure and determine the quantity of work completed, and to pay for the same, by drawing drafts upon the Treasury. That Thompson was continued in office, in the full exercise of all the above powers, until the 5th of October, 1819, when he was removed from office. That Shepherd, between the time of entering into the contract, and the removal of Thompson, for the purpose of enabling himself to comply with his contract, entered into contracts with a great number of persons to do certain parts of the work directed to be done by the superintendent, and, as a part of his contract with his sub-contractors, it was stipulated that they should be paid, upon producing the certificate of the superintendent, of the quantity done and accepted. In this manner Shepherd proceeded with the work, according to the direction and measure of the superintendent, and had completed and paid for a great proportion of the mason work judged necessary by the superintendent to the completion of said road before the removal of Thompson; the superintendent, as the agent of the Government, from time to time making payment as aforesaid for the work, as it progressed, either to Shepherd, or to his sub-contractors.

That, upon the 30th of November, 1819, the President of the United States appointed A. Laycock, T. Willson, and T. M. Giffin, Esquires, Commissioners, to go upon the said road, and to generally examine into the conduct of Thompson, as the agent of the Government, and to report.

These Commissioners re-measured all the mason-work which had been made by Shepherd, and his sub-contractors, and which had been previously measured and accepted by the late superintendent; and reported, that there was less by 8715 perches than had been returned by the late superintendent. They also state, that they find that Shepherd had paid to sub-contractors on Thompson's erroneous measurement, over what was due upon the actual measurement made by them, the sum of \$7640 41. They also report, that they reject one, two, and seven three-pipe culverts, as being unnecessary, or properly coming within the contract for constructing the road; extension of wing-wall west of Gooding's; culvert east of Shepherd's store; wing-wall west end of the bridge at Shepherd's, as unnecessary, although built by the direction of Thompson, in all amounting to 1048½ perches; cost, at contract price, \$3407.

† The commissioners further report, that, for defective workmanship and materials, as stated in the paper marked G, 749½ perches, costing \$2427 42, at contract price. This work had been accepted by Thompson, and paid for by Shepherd, to his sub-contractors. They also rejected a brace wall erected at the bridge, east foot of Wheeling Hill, amounting to 305 perches, according to Thompson's measure, not measured by them; and also four culverts, represented to be in Skinner's part of the road, not measured by the Commissioners, by Thompson's measure, 219½ perches. This work was made as directed by Thompson, and by him approved. They also rejected

as unnecessary, and refused to measure the pavement at Good's Run, the pavement at the deep hollow bridge, six tie-walls in the deep hollow bridge, and two tie-walls in the double hollow bridge, amounting, agreeably to Thompson's measure, to 269½ perches, at the contract price 807 dollars 40 cents. That, in the settlement of Shepherd's account at the Treasury Department, so far as your Committee can discover, all the above-mentioned parcels of work paid for and made by Shepherd, as directed and approved by the late superintendent, was rejected, which, in the opinion of your Committee, was incorrect and unjust, as respects Shepherd. The Committee agree, that all sums of money paid out by Shepherd to sub-contractors upon Thompson's measurement, are legal and proper charges against the Government. That Shepherd is entitled to be paid the contract price for the construction of all bridges, side, tie, and brace walls and culverts, that exceed four feet; and all culverts that have more than one pipe, if directed to be made by Thompson, the agent of the Government, whether the same be necessary or unnecessary, properly or improperly located upon the road.

These conclusions are made upon the belief and admission, that Shepherd was in no way connected with, in interest, or conniving with the superintendent in his errors and frauds upon the Government, if he was guilty in these particulars.

Your committee further report, that the commissioners appointed to examine into the conduct of Thompson, as superintendent, have frequently, in their general reports and communications to the Treasury Department, suggested that Thompson and Shepherd were connected, in interest, in the contract of Shepherd, and, in consequence thereof, much unnecessary mason work had been made, and other frauds practised upon the Government. Your committee have examined all the suggestions and arguments of the commissioners, which are very voluminous, in connection with all the facts and evidences developed in the examination, and they are not able to find any direct evidence to fix the charge upon Shepherd, or circumstantial evidence whereon to found a probable or strong suspicion of his improper or unlawful association with Thompson, for the purpose of defrauding the United States.

Your committee further report, that the commissioners, in giving a construction to the special contract for building the four larger bridges, have determined that the definite term of the contract, twenty feet wide for the dimensions of the bridges, is applicable to the passage over, or capacity of them, between the parapet walls, which, in fact, is making the contract extend to the erection of bridges of more than twenty-four feet wide, from outside to outside.

The committee are of opinion, that there is no uncertainty or ambiguity in the contract in this particular; and that the true construction of the contract is, that the bridges are to be, including the walls, twenty feet wide.

The commissioners also determine the construction of the contract to be, as respects a bridge to be built with arches of one hundred

feet chord, first, that it means a bridge to consist of a single arch; but they give up this opinion, upon the evidence of the superintendent, that it was not the intention of the parties to the contract to have the bridge so constructed, but that it should be erected with three arches, amounting, together, to one hundred feet chord; thus admitting the intention of the parties to the contract to explain this doubtful and ambiguous part of the instrument.

The committee admit it to be a correct principle, that, whenever the construction of an instrument is to be made, which is ambiguous, from the terms employed, and thereby rendered difficult to discover the real intentions of the contracting parties, to resort to the acts and declarations of the parties that tend to give the sense in which they understood the terms used in such instrument. They conceive it to be equally correct, to receive the after mutual construction of the parties, to explain such an instrument, or the subsequent explanation given to it by the party for whose benefit it is made, as obligatory upon himself; and that when a party, so in interest, shall have adopted a construction, and it had been acquiesced in and executed by the other party, each are bound thereby.

The Commissioners, in giving a further construction to the part of the contract now under consideration, adjudge that wing walls, to a reasonable extent, is included in the term Bridge, as contained in the contract, and that it would, of course, be within the discretion of the Superintendent to determine their extent. Upon this principle they add 2,902 perches and 16 feet of wing walls, directed to be built to the four special contract bridges, and consider it as a part of the bridges contracted to be built for 40,002 dollars, at twenty feet wide. The Superintendent directed the bridges to be built forty-one feet wide, instead of twenty. The Commissioners, upon their first rule of construction, allowed the increase or extension to be only sixteen feet, for which they recommend the payment for such extension, the sum of \$11,409 64, according to the contract, as they determine, having found the rate of proportion by adding the abovementioned wing walls as being a part of the bridges. Your committee, from the following state of facts, in connection with the contract, have come to a different rule of construction and conclusion.

It appears that Thompson was present at the public sale of the work which Shepherd contracted for at Wheeling, in Dec. 1816, then being the assistant and surveyor for Williams, and did, probably, understand the intention of the contracting parties. That the proposals of Shepherd were sent to the Treasury Department, for the sanction and approbation of that officer; that he returned his assent, and directions to close the contract, dated the 6th February, 1817, and the same was done, in writing, February 17th. That Shepherd, the Spring following, commenced the work, under the direction and superintendence of Thompson, the agent of the government. Thompson, on the 15th of August, 1817, if not at a prior period, determined and directed that all the bridges should be made forty-one feet wide: that he, on the 4th of March, 1818, made a plan, specifying

the form, extent of abutments, firm arches, and parapet walls, and added thereto twelve feet of wing wall, at each end finished by a turn or spur wall for the two bridges near Bentley's and one in the same manner, the 5th March, 1818, for the two bridges below the mouth of Middle Wheeling. That Shepherd went on with the work, according to the plans so furnished, and had begun to turn the arches in some of the bridges, when, in August, there was an unusual rise of water in the creek, which so much exceeded the anticipation of the Superintendent, that he thought it prudent to enlarge the capacity of the bridges for the passage of the water, and, thereupon, he directed Shepherd to raise the abutments and piers about three and a half feet higher than stated in the plans. That Shepherd took down a part of the work, so as to be able to comply with Thompson's instructions, and completed the bridges agreeably to the plans and directions. After the plans were made out and the work commenced, the Superintendent directed the extension of the wing walls, and, at what is called the Fay bridge, the wing wall was extended several rods, not merely to protect the falling of the road, but for the purpose of turning a creek along the side, and save the expense of a bridge over the same. It was first the intention of the Superintendent to have turned the creek, by a cut across the land of Mrs. Fay, into the main creek below the bridge, and thus have saved the expense of extending the wall or bridge—her objection to that course, created the necessity for one or the other.

Thompson's endorsement on the plan furnished to Shepherd, is in these words: "Plan for Col. Shepherd's two large bridges, below the mouth of Middle Wheeling, shewing all the dimensions, drawn to a scale of an eighth of an inch to the foot."

A government can only act by its agents; and when an authorized agent acts within the scope of his authority, the government are bound, to the extent an individual acting for himself would be, under similar circumstances. The abovementioned acts of the legally constituted agent, amount to an actual and practical construction of the contract by the government, (admitting it to be ambiguous from the general terms used,) and the acquiescence and execution of such construction by Shepherd, in the opinion of the committee, is a binding construction and exposition of the contract, not to be controverted or avoided, at this time, by either party, only by the proof that it was made by a fraudulent combination between Shepherd and the Agent.

Therefore, the Committee report, that the plans of the bridges made by Thompson, furnishes the rule and data, as to extent in height and form of the bridges, upon which the amount due Shepherd for the four special contract bridges, is to be ascertained; and that the wing wall, beyond what is specified in the plan, rightly come under the other part of the contract, "other mason work," for which he is entitled to be allowed \$3 25 per perch. Upon these principles, the cost of these bridges, and the extension of the wing walls, according to the measurement of the Commissioners, is as follows, to wit.

The four bridges, 20 feet wide, containing 5,944 perches	\$40,002 00
The extension in width 21 feet, containing 3,311 perches,	22,289 13
The increased wing walls, 2,902 perches and 16 feet, at \$3 25	9,459 04
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	71,750 17
The Commissioners' estimate of the same	51,411 64
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The difference between the two modes of calculation, in favor of Shepherd	20,338 53
To which add the sum paid by Shepherd, on the erroneous measurement of Thompson	7,640 41
Add rejected work by Commissioners, as stated in report	3,407 00
Add the sum deducted for defective work, &c.	2,427 42
Add also rejected work, not measured by the Commis- sioners, by Thompson's measurement, 794 perches, at \$3 25 per perch	2,480 50
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Making a difference in favor of Shepherd, upon the prin- ciples adopted by the committee, and those adopted by the Commissioners, of	36,293 86
By the settlement, at the Treasury Department, of Shep- herd's account, there is a balance against him, of	3,810 03
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The balance due Shepherd, is	\$32,483 83

The Commissioners report a mistake in the measurement of the bridge west of Mrs. Gooding's, of 94.07 perches, unfavorable to Shepherd, not credited, in their report, to him, amounting to 306 dollars and 31 cents; also, in the calculation of the bridge over Shepherd's mill race, of \$155 19, which the committee cannot determine whether these sums have or have not been credited to Shepherd, in the settlement above referred to. There is also a claim made by Shepherd for 1000 dollars, promised him by the Secretary, for turning the creek through what is called the canal route, at the bridge, near Shepherd's house, which appears not to be passed to Shepherd's credit. These are also items recommended to the consideration and explanation of the Secretary.

And the committee recommend the adoption of the following resolution:

Resolved, That the Secretary of the Treasury be directed to make up the account of Moses Shepherd, for the work done on the Cumberland road, upon the principles adopted by the committee in the preceding report; and if he should, from the facts and evidence known to him, applicable to the rights of the parties, differ in opinion with the committee, in part or the whole, then, in that event, also, state the account as to him shall appear to be right in equity

and justice, the contract considered; and that he transmit the same to this House, at the beginning of the next session of Congress, with all the evidence and documents in his possession, that he may deem necessary to a fair and full investigation of the claim of the petitioner.

Attest:

M. St. CLAIR CLARKE,
Clerk House of Representatives U.S.

Statement exhibiting the claims of Moses Shepherd, a Contractor for building bridges, &c. on the Cumberland Road, for which he appears entitled to credit, conformably to the report of the Committee of the House of Representatives, upon his petition, the order of the House thereon, of the 17th May, 1824, and the directions of the Secretary of the Treasury endorsed thereon, viz.

Amount allowed for four large bridges, for increase of their size, viz:

Three thousand three hundred and eleven perches, at the rate of \$ 40,002 for 5944 perches \$ 22,282 41

And two thousand nine hundred and two perches, sixteen feet wing-walls, at \$ 3 25 per perch - - - 9,433 60

\$1,716 01

Deduct amount placed to his credit, per report No. 45520, for said increase 11,409 65

20,306 36

Amount of sundry sums paid by said Shepherd to certain sub-contractors, upon the measurement of J. Thompson, superintendent, more than their work would have amounted to by the measurement of the commissioners, as per page 1, statement A. herewith - - - 7,640 41

Amount allowed by the committee for work which was rejected by the commissioners, as per page 2 of statement A. herewith, ten hundred forty eight perches eight feet eleven inches, at \$ 3 25 per perch 3,407 17

Amount allowed by the committee, for work which was deducted by the commissioners, (at foot of the abstract of work, filed with report No. 45,520,) for defective workmanship, seven hundred and forty-nine perches twenty three feet five inches, at \$3 25 2,437 32

Amount allowed by the committee for work which had been rejected by the commissioners, (as per abstract of work filed with report No. 45,520,) as follows:

	<i>per. ft. in.</i>
Entry No. 7, in said abstract	159 14 0
Entry No. 9, in do.	176 7 10
Entry No. 19, in do.	197 1 1
and Deduction at foot of abstract	262 8 8
	<u>795 6 10</u>
which, at \$ 3 25 per perch, is	2,584 64
Deduct amount placed to credit of M. Shepherd, in report No. 45,520, for part of	

the last item of two hundred and sixty two perches eight feet eight inches, at \$1 25 perch	327 95	
		2,256 71
Amount short entered in abstract of work done, filed with report No. 45,520, at entry No. 14, for bridge west of Mrs. Goodings', as per page 3, of statement A. herewith, ninety-four perches seven feet, at \$ 3 25, (see paper marked E.)	-	306 42
Amount short entered in said abstract, at entry No. 17, for bridge across Shepherd's mill race, arising from error in the calculation of the contents of the arch of said bridge by the commissioners, (see statement E. and page 6, of statement A. here- with,) forty perches, at \$ 3 25 per perch	-	130 00
Amount allowed to him by the Secretary of the Trea- sury, for turning the creek at Hackbury Bridge, as appears by the copy of J. Thompson's letter, of 14th June, 1819, marked B, and the letter of the Secretary of the Treasury to J. Thompson, dated 9th June, 1819, not heretofore placed to his credit		1,000 00
		37,484 39
Deduct the balance with which he is charged on the books of the Treasury, per report No. 45,520	-	3,810 08
Leaving this sum apparently due to said Moses Shep- herd	-	\$ 33,674 36

Examined, R. HARRISON.

Auditor's Office, January 18, 1825.

WM. PARKER

STATEMENT.

The amount of Mr. Shepherd's claim, as per Commissioners' statement C, is	-	360,318 03½
Add amount short extended in charge for making road at No. 61, statement C,	-	174 52
Amount credited in the preceding statement for stationery and work not in the contracts	-	55 69
		<hr/>
		360,548 15½
		<hr/>
From which deduct the following sums, per statement C.		Dollars.
Over measure of mortar walls per statement C, 6,862 17 6 including 1 perch at No. 52.		
Do. dry walls do.	5,157 7 2½	
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	12,019 24 8½ at \$3 25	39,065 00
		<hr/>
Overcharge for increased size of the four large bridges. (See statement E,)	-	19,590 35
Deduction for repairs necessary on a bridge	-	961 00
Deduction for unnecessary extension of the length of the road, (No. 13 C.)	-	1,490 62½
And for errors in extending the charge on dry walls,	19	
Deduction for errors in ditto on mortar walls,	4	
	-	15
		<hr/>
		61,107 12½
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Deduct sundry credits in lieu of part of the deductions, (as per preceding statement,)		1,503 00
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Amount credited in the preceding statement,		59,604 12½
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		Dollars.
		<hr/>
		300,904 03
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As Mr. Shepherd has not rendered any account, renders it necessary to take Commissioners' statement C, as an exhibit of his claims.

The balance due from Mr. Shepherd as per Commissioners' statement C, is - - - - -

To which add the following sums, viz:

Amount of warrants No. 230, dated March 20th; and No. 773, dated 4th August, 1821, paid him, not charged by them,	2,018 15
Amount over credited by them at No. 52 for one perch mason work,	11,723 46
Amount of balance of errors in extensions of compensation for mortar walls,	3 25
Amount over credited by them for dry walls, 46 pr. 11 ft. 6 in. at \$2 50,	07
Deduct balance of errors in extension of compensation for dry walls,	117 17
	- 21 65

95 52

Dollars.

From which deduct the following sums, viz:

Amount of additional compensation of seventy-five cents per perch on 13,141 pr. 0 ft. 1 in. of dry wall, allowed pursuant to the endorsement of the Secretary of the Treasury on his contract—the Commissioners having allowed only \$2 50, and the Secretary has authorized \$3 75 per perch,	9,855 75
Amount short extended for charge on making road, No. 61 statement C, - - - - -	174 52
Amount short extended for their allowance of part of deduction No. 8, - - - - -	15

13,840 45

Dollars.

10,030 42

3,810 03

Auditor's Office, 11th April, 1823,
WM. PARKER.

Comptroller's Office, May 30th, 1823,
LUND WASHINGTON.

NOTE.—In addition to the contracts of Moses Shepherd and George Paul, this statement is accompanied by the following documents, which, as they are in some measure connected with the accounts of other contractors whose work was under the superintendence of Josias Thompson, should be returned to be filed with report No. 40,281. They are as follows:

- Book A, Measurement of bridges, &c. by Commissioners.
 Do. B, Do. dry walls, do.
 Statement C, Of Moses Shepherd's account do.
 Do. D, Comparative statement of Superintendent's and Commissioners' measurement.
 Book E, Dimensions, &c. of the four large bridges and estimate for allowance for increased size.
 Statement F, Estimate for repairing a bridge.
 Do. G, Do. of deductions for defective workmanship and materials.
 Do. H, Account of side pavements.
 Letter I, Messrs. M'Giffin and Wilson, two of the Commissioners, to the Secretary of the Treasury.
 Do. K, Two letters of the Commissioners to the Secretary of the Treasury, and copies of two letters to the Commissioners, one from J. Thompson the other from Mr. Shepherd.
 Do. L, Letter of January 2, 1821, of Messrs. M'Giffin and Wilson, to the Secretary of the Treasury.
 Do. M, Letter of March, 7, 1821, of P. Dodridge, to do.
 Book N, Examinations of witnesses.
 Statement P, Comparative statement of Superintendent's and Commissioners' measurement, &c.

WM. PARKER.

April 11th, 1823.

TREASURY DEPARTMENT,

Register's Office, 4th March, 1824.

I hereby certify that the foregoing is a true copy of the original on file in this office.

JOSEPH NOURSE,

Register.

TREASURY DEPARTMENT,

January 25, 1825.

SIR: In obedience to a resolution of the House of Representatives of the 17th of May last, I have the honor to transmit a statement of the account of Moses Shepherd, made in conformity with the report of a committee during the last session of Congress.

I agree with the committee that the Government ought to be bound by the acts of Thompson, unless it can be shewn that he acted fraudulently, and, that the contractor was privy to such fraudulent conduct. Upon this idea, the Treasury has acted in the settlement of Shepherd's and Thompson's accounts.

It appears to me, that the persons appointed to examine the work contracted to be done on the Cumberland Road, have not only proven that Thompson was a very unfaithful agent, but, that Shepherd knew it. They have proven that Shepherd must have made about \$80,000, and this they have done by his own witnesses, and yet it is matter of general notoriety in that part of the country, that he is wholly ruined by his contract. The inference is, therefore, irresistible, that some other person must have received a large portion of the sum paid by the Government to Shepherd: and he promised or declared to Messrs. Lacock, McGiffen, and Wilson, that he would disclose all the facts of the case, but, when called upon to comply with this promise, he drew back and refused to make any such disclosure.

Towards the close of the examination, Mr. Caldwell, the attorney of Mr. Shepherd, was sworn, and he was asked, whether he did not entertain a different opinion of Mr. Shepherd's claim then, from that which he entertained at the beginning of the inquiry. He answered yes. I am, therefore, of opinion, that it would be very unsafe to pay Mr. Shepherd any money, without first examining, under oath, Messrs. Lacock and McGiffen, the survivors of the examiners.

I have not directed the \$1000, to be paid to Mr. Shepherd for cutting the canal at Wheeling creek, because, I have been convinced that the authority to make such allowance, was given upon a representation of facts wholly unfounded.

The enclosed extract from the instructions under which Thompson acted, is submitted to the House, to enable it to decide upon the conduct of that agent, who, in violation of those instructions, added twenty-one feet to the width of the bridges over Wheeling creek, without informing the Department of the alteration, for the purpose of obtaining the approbation of the President.

The contract for mason work was extravagantly high, and Thompson is believed to have been an instrument in the hands of the contractor: hence, the quantity of mason work done, was increased, notwithstanding

ing the exertions of the Department to prevent it. The road constructed under Thompson's superintendence, cost the nation about \$22,000 per mile; and, when the road was about to be made between Union Town and Washington, he gave it, as his opinion, that it would cost about \$12,000. After his removal, Mr. Shriver contracted with responsible men to have the road made for \$6,500 per mile; from which it is inferred, that it was intended to fleece the Government again.

It is due to the character of Col. Shepherd to state that, prior to his contract with the Government, his character was fair and unimpeachable, nor is any act of his, since that time, unconnected with it, known to this department, which militates against his fairness.

I have the honor to be,

Your most ob't servant,

WM. H. CRAWFORD.

Hon. H. CLAY,

Speaker House of Representatives.

To amount of the following sums received by him from Josias Thompson, late superintendent of said road, and for which said Thompson has received credit per report No. 40,281, viz:	
To amount received by him on account of his contract,	195,775 00
To amount received by him on account of the contract of George Paul, which sum is charged by J. Thompson to said Paul, although received by Mr. Shepherd, who contracted with said Paul to perform his contract. (See warrants No. 5,833 and No. 7,221, &c. See also No. 61, statement C and page 22, of book I.	93,200 00
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To amount of the following sums received by him from said Thompson, exclusive of the above, and for which said Thompson has received credit per report No. 40,281, viz:	
October 15th, 1819. For work done, credited per contra, for voucher No. 397,	23 60
Do. For stationery do. do. 398,	32 00
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To Treasury warrants for amount of warrant No. 8,195, dated 1 June, 1820,	4,000 00
To David Shriver, jun. for amount of the following warrants issued in favor of, and paid to, Moses Shepherd, charged to said Shriver per reports No. 42,417 and No. 43,734; and for which said Shriver is entitled to credit, viz:	55 60
Warrant No. 230, dated 20th March, 1821, charged in report No. 42,417,	11,223 46
Do. 773, do. 4th August, do. do. 43,734,	500 00
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288,975 00
55 60
4,000 00
11,723 46

Dollars, 304,754 06

By amount of his compensation for mason work done on the Cumberland road by said Shepherd, under his contract of 17th February,—agreeably to the measurement of the Commissioners, as per abstract, viz:		
26,980 perches 4 feet 8 inches mortar work, at \$3 25 per perch,	87,685 61	
13,141 do. 0 1 dry wall 3 25 do.	42,708 26	
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By amount of his compensation for building four large bridges agreeably to his said contract, being entries No. 21 a 24 in the abstract,		40,002 00
By amount allowed by the Commissioners for the increased size of said bridges, as explained in page 15 of statement E,		11,409 65
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By amount of his compensation for making the road under George Paul's contract of 14 February, 1810, as per entries No. 61 and 62, on statements C, viz:		
10 miles 18 perches at \$9,000 per mile, as at No. 61 C,	90,331 73	
Add short entered at the said No. 61,	174 52	
<hr/>		90,506 25
2 do. 251 do. at \$10,000 per mile, No. 61 C,	27,843 75	
Side pavement No. 62 C, and statement H,	1,681 53	
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12 do. 169 do.	120,031 53	
Deduct 53 do. for improper increase of length of said road, as per deduction No. 13, in statement C,*	1,490 62	
<hr/>		118,540 91
12 miles 216 perches,	23 60	
By amount of work without contract No. 397 to report No. 40, 281,	32 00	
By amount of stationery do. 398 do. do.	55 60	
By amount of the following sums admitted to his credit by the Commissioners in lieu and in part of other sums deducted by them, per statement C, viz:		
In lieu of No. 40, being deduction No. 8,	456 76	
182 17 6 at 2 50 per perch,	154 92	
103 7 0 1 50 do.	611 68	
In lieu and in part of No. 3, being deduction N. 9,	470 19	
Do. No. 4, do. 10,	93 20	
In lieu of deduction No. 11, for taking down work,	327 93	
<hr/>		1,048 18 90
Deduct amount deducted at deduction No. 4, for repairs of a bridge, as per statement marked F.	1,503 00	
320 8 6 at \$3 per perch,	961 00	542 00
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Amount of credits	Dollars,	300,944 03
By balance due to the United States,	-	3,810 03
<hr/>		Dollars, 304,754 06

* See also page 22 of letter marked T.
 In statement C, the Commissioners have given Mr. Shepherd credit for making the road, and charged the money paid to Mr. Paul, or rather the money paid to Mr. Shepherd for Mr. Paul.