

expenses in fitting up the messroom amounting in all to £52. His wife states that in consideration of this expenditure the officers, at the evacuation, gave him authority to dispose of the building in his own interests. McPhail and his family had lived in the building while providing the officers' mess. The house stood on land owned by one Joseph Perkins, who, in return for having been lodged and entertained by the McPhails, bound himself in a certain penalty to allow them the privilege of taking down and removing the building.

The loyalists were at this time taking down numbers of their houses. They transported the materials to St. Andrews, where the buildings were again erected. Mrs. McPhail received from Hammond his promissory note for forty pounds in payment for the mess house and arranged to go to St. Andrews in his vessel. She expected that he would immediately take down the house and remove the materials to Passamaquoddy on his first trip to that place. She offered gratuitously the services of one of her servants to assist in taking down the building. Hammond, it appears, had agreed to convey Mrs. McPhail and her family and their effects to Passamaquoddy, the charges for this to be credited on his promissory note. She states that he did not carry out his agreement but engaged his vessel in other business which he thought more profitable and kept her waiting three months at Penobscot.

When Hammond was at length ready to remove the building the windows and doors had been removed and the house, to some extent, stripped by the Americans, causing him to repent of his bargain. However, Mrs. McPhail brought a suit against him for payment of the note and obtained a verdict for the full amount. To set aside this verdict, seems to have been the design of the suit in chancery.

In her testimony Mrs. McPhail states:—

“That upon the evacuation of Penobscot, as aforesaid, it was agreed or was understood that the British subjects there might at any time within twelve months take down and remove the houses they had built as well as their other property. That it was a very common thing to take down houses after the aforesaid evacuation and to carry them away. That the Defendant did herself send away the materials of one about that time. That two different persons did take down their houses and did carry the same with them to Passamaquoddy at the time this Defendant departed from Penobscot, and that the Defendant would have taken down the aforesaid Mess-house and carried the materials thereof with her to Passamaquoddy had she not sold the same to the Complainant as aforesaid. That the Town of Penobscot, at the time of the aforesaid evacuation of that place, consisted to the best of this Defendant's knowledge and belief of between two and three hundred houses, all of which