

**CONTRACT AND LAWSUITS:
BUILDING WAKEFIELD PLANTATION IN ST. FRANCISVILLE
LOUISIANA
1834-1837**

by

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A thesis submitted to the Faculty of the University of Delaware in partial fulfillment of the requirements for the degree of Master of Arts in American Material Culture.

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ABSTRACT

Between 1830 and 1835, the wealthy cotton planters of West Feliciana Parish, Louisiana began building the first examples of the Greek Revival mansions that have come to represent the Gulf South in the popular imagination. The advent of the cotton kingdom set off a building boom in the Mississippi River Valley challenging the abilities of the local building community to complete the many building projects of a newly wealthy elite seeking to affirm their societal status through massive building projects. This thesis explores the building of Wakefield Plantation for Lewis Stirling through a pair of lawsuits that document the construction of the plantation house. A detailed reading of the lawsuits reveals the complex process of designing and building a house before the advent of modern architectural practices.

The building of Wakefield Plantation bridges the gap between the thoroughly localized artisanal traditions and the increasing professionalization of the building trade. The construction process and subsequent lawsuit reveal the chaotic process of experimentation, where both the patron and the undertaker of construction attempted to come to terms with the emergence of West Feliciana from the vernacular tradition. An infusion of builders from the American northeast brought the latest style ideas to the eager planters of the Mississippi River Valley, but the management of labor on massive building projects proved more difficult than either the builder or the undertaker of construction could imagine. As a result, this thesis explores the ways the building of Wakefield Plantation forced one local community to adopt modern practices of building.

Chapter 1

INTRODUCTION

On a crisp November day in 1836, a steamboat docked at the mouth of Bayou Sara, a small tributary of the Mississippi River in West Feliciana Parish, Louisiana. That day, the steamboat carried an unusually precious cargo—twenty-eight crates of the most fashionable furniture ordered from New York’s premier cabinetmaker, Duncan Phyfe. The elegant mahogany-veneered furniture had traveled a considerable distance—down the eastern seaboard from New York, around Florida to the Port of New Orleans, where it was transferred to a steamboat bound for Bayou Sara, about halfway between Baton Rouge and Natchez. When the steamer arrived, several bateaux-men met it at the mouth of the bayou, where they carefully transferred the crates to their small, flat-bottomed boats for the trip to shore. Ann Stirling Lobdell and her husband, John, anxiously watched from water’s edge as the bateaux-men slowly polled the boats towards land. Ann’s father, Lewis Stirling had sent the couple to retrieve the packages destined for his new home, Wakefield Plantation (Figure 1).

The Lobdells supervised as Lewis Stirling’s enslaved workmen carefully packed the crates on the awaiting ox-drawn carts. The next eleven miles across land would be the most difficult leg of the journey, as the parish’s roads were little more than pronounced ruts made deeper by each passing vehicle and almost daily rains. A severe jolt could have easily snapped the marble tops of the pier tables or sideboard in half, so the couple instructed the slaves to travel slowly. As the Lobdells made their way toward Wakefield Plantation, they passed large fields dedicated to cotton and

sugar cane production. But on that day, the fields lay fallow in the brief interlude between the fall harvest and spring planting.¹

When the Lobdells finally arrived at Lewis Stirling's Wakefield Plantation, the enslaved workforce moved the crates of furniture into the finished house, but they were unable to begin unpacking, because the wallpaper, carpeting, and curtains had not yet been installed (Figure 2). Lewis Stirling had a difficult time finding a skilled upholsterer to come to rural West Feliciana Parish and the family was not able to move into the house until January 1837, nearly eight months after the carpentry work was complete. In the interim, Lewis Stirling and his wife, Ann, continued to live in the log house on the property, which had been their home for nearly two decades.²

The delivery of the Duncan Phyfe furniture from New York and its installation represented the end of the long project to build and furnish Wakefield Plantation. The furniture itself was the most elegant to be found in the United States and its presence in Stirling's home represented his new position at the top of American society. Between 1830 and 1835, many of the wealthiest plantation owners in West Feliciana Parish, Louisiana began building enormous new houses in fashionable neoclassical fashions, and Lewis Stirling's own home at Wakefield was one of the first of this new type build in the Mississippi River Valley. The contrast between Stirling's new 40 x 60 foot, two and one-half story home and the log cabin in which he had lived for his

¹ For more information on the purchase of Duncan Phyfe furniture for Wakefield, see Haygood, Paul M. and Matthew M. Thurlow, "New York Furniture for the Stirlings of Wakefield, Saint Francisville, Louisiana" in *The Magazine Antiques*, May 2007, p. 120-131.

² The best source of information on the Stirling family is contained in Weller, Ann Allston Stirling, *Alexander Stirling and Ann Alston in Spanish Feliciana*, 1999.

entire married life could not have been more striking, but Stirling's experience was typical among the most elite planters in the region. Their log homes represented the first generation of housing in the Mississippi River Valley—built by the initial settlers beginning to make money on the frontier. As large-scale planters cashed in on the profits of the cotton economy, they began to build enormous houses on the frontier to signify their newly found positions in society.

Though similar enormous houses were built elsewhere in the United States, they were not as numerous, nor were they as specifically tied to a particular region as they are along the banks of the Mississippi River. The development of this new house type, often built in the Greek Revival style, was fueled by the economic transformation commonly referred to as the advent of King Cotton. Cotton was a difficult crop requiring a long growing season, making it particularly well suited to this region of the United States. Cotton required vast amounts of land, plenty of rain and heat; all of which the Gulf South had in abundance. Cultivation also required a large labor pool to plant the cotton and to harvest it from the fields. Slave labor answered this need and while the importation of slaves had been banned in the United States, other states began exporting their own slave population to the region.

This thesis examines the transformation of the building economy in the Mississippi River Valley through a concentrated study of the building of Lewis Stirling's Wakefield Plantation. New houses like Wakefield were large and complex undertakings stretching the limits of the local labor force and the material resources of the region. These new structures also challenged the local customs of building management, authority, and law. The complexities of these projects forced a change in the way people built houses in West Feliciana Parish from the casual face-to-face

business transactions of the past to contractual obligations and financial record keeping. A pair of lawsuits, *Mitchel v. Miller* and *Miller v. Stirling*, document the construction of Wakefield Plantation and reveal the tensions created by the transition from earlier methods of building to the new.³

Lewis Stirling chose to build his new home on a plot of land inherited from his father, Alexander, upon his death in 1808. When Stirling inherited the property, West Feliciana Parish remained a part of Spanish West Florida, a hotly disputed territory on the Gulf of Mexico, owned by the Spanish government and therefore, not included in the 1807 Louisiana Purchase. President James Madison officially annexed West Florida into the Territory of Orleans on 7 December 1810 and disputes over the ownership of land continued for some years. Lewis Stirling's new home, Wakefield, replaced an earlier log house that he had likely built at about the time of his marriage to Sarah Turnbull on 14 July 1807. While the log house survived on the property until the twentieth century, it was likely a fairly small structure similar to many of the first generation of housing in West Feliciana that have now largely disappeared.

The annexation of West Feliciana into the Territory of Orleans was the first step in the transition of the parish from frontier country to a wealthy agricultural landscape. In 1811 and 1812, the *New Orleans* became the first steamboat to travel down the Ohio and Mississippi Rivers from Pittsburgh to New Orleans. The arrival of these new boats transformed the region by allowing planters to transport their crops down river on a boat that could then return with goods from cities further down

³ The source material for this thesis is contained in *Miller v. Stirling*, Third Judicial District Court of the State of Louisiana, Case 1617, 1840 and *Mitchel v. Miller*, Third Judicial District Court of the State of Louisiana, Case 1497, 1836.

stream. Marie-Adrienne Persac's map of the Mississippi River demonstrates the transformation of the region (Figure 4). Each of the wedge-shaped segments radiating off of the Mississippi River represents an individual plantation abutting the river for easy access to transportation. There were very few major plantations that did not have direct river access, however, the plantations of West Feliciana Parish represented a unique departure from the norm. As can be seen in this detail of the Persac map, the majority of the plantations in West Feliciana were further out in the Parish, because the land in the region was particularly fertile with excellent cotton growing conditions (Figure 5). In order to get the cotton to market, planters needed to transport the product overland to a central hub where it could be shipped down river. In West Feliciana, that hub was Bayou Sara, a small inlet off of the Mississippi River with a narrow peninsula. Because the bayou was so shallow, steamships could not come directly into port, requiring the use of bateaux or flat boats that could carry cotton to the steamboats waiting in deeper water.⁴

On slightly higher land, the small but bustling town of St. Francisville formed with a variety of homes and shops for local residents. By 1828, the many planters in the twenty-seven miles between Bayou Sara and Woodville, Mississippi grew weary of transporting cotton over the muddy and unpredictable roads and banded together to charter the West Feliciana Railroad, one of the earliest railroads in the United States.

⁴ For more information on West Florida, see Haygood, Paul M., "The Short Life of the Republic of West Florida" in *Louisiana Cultural Vistas*, Spring 2011, p. 80-89.

When the railroad was finally completed, it was an economic failure, but its very presence indicated the tremendous wealth of the community.⁵

Throughout the 1820s, cotton prices continued to rise and the planters of West Feliciana Parish increased their holdings in land and slaves. The incredible wealth that these men accrued set off a building boom in West Feliciana Parish and the Mississippi River Valley beginning in 1830. This sudden economic transformation created such an immense demand for new and elaborate housing that the local building community was not able to keep up with all of the projects.

When Lewis Stirling set out to build Wakefield in 1833, he was not the first to experiment with building large plantation houses in the parish. Stirling's cousin, Ruffin Barrow, had built a house at nearby Greenwood Plantation in 1831 (Figure 6). Stirling decided to build at exactly the same time as his brother-in-law, Daniel Turnbull, began building his own home at Rosedown Plantation (Figure 7). In addition, another Stirling brother-in-law, Andrew Skillman, decided to build his own place at China Grove, just after Stirling began his own project. Thus, three of the largest plantations ever built in West Feliciana Parish were being constructed at approximately the same time.

The new houses that these men built were not only expensive, but they were enormous in scale, all of them approximately 60 x 40 feet, two stories with large verandahs. As a result of this and other building projects occurring in the region, a large number of skilled craftsmen came into the region from the eastern seaboard of

⁵ Dart, Elisabeth K. "Working on the Railroad: The West Feliciana, 1828-1842." *Louisiana History: The Journal of the Louisiana Historical Association* 25, no. 1 (1984): 29-56.

the United States providing the labor necessary. As a result of this dramatic economic shift, the very nature of building houses in the Mississippi River Valley was forced to change when the local craftsmen could not keep up with the needs of an expanding consumer base demanding larger and grander houses. When Lewis Stirling began building Wakefield, his home was one of the most impressive structures ever built in West Feliciana Parish, however, thoroughly localized, vernacular traditions of building still dominated the building in the region.

Having decided to build an imposing brick home Stirling to find two local undertakers; one for masonry and the other for carpentry. He selected Joseph R. Miller, a carpenter who seems to have only recently moved into the parish from New Milton, Connecticut. Miller had set up a sawmill with his business partner, Randall Dunbar, and was attempting to capitalize on the prospects for business in the region. Eager for business, Miller repeatedly emphasized to Stirling that he could build Wakefield upon better terms the best terms because he owned a sawmill and could provide all of the lumber necessary for the carpentry work for less than his competitors, so long as he was allowed to cut trees from Stirling's land. In order to get an edge on his competition, Miller quoted low prices, anticipating that labor would be inexpensive and that he would be able to provide the materials he needed.⁶

Soon after agreeing to build, Lewis Stirling came back to Miller unable to fire the bricks he needed for a masonry house and requested that Miller revise his estimates to build a frame structure. By this point, Miller had already agreed to providing carpentry for Andrew Skillman's brick home, China Grove, and the

⁶Defendant's Response, Miller v. Stirling.

additional labor necessary seems to have strained his ability to handle both projects. The building of Wakefield Plantation bridges the gap between the thoroughly localized artisanal traditions and the increasing professionalization of the building trade. The construction process and subsequent lawsuit were a chaotic process of experimentation, where both the patron and the undertaker attempted to come to terms with the emergence of West Feliciana from its vernacular traditions.

Detailed architectural drawings do not survive to document the design of the initial house at Wakefield Plantation, and while one documents says that “the house is to be divided with rooms—doors windows and chimneys as per plan” it seems highly unlikely that formal designs were ever delineated.⁷ Instead, the rough sketch of Wakefield’s floor plan, which Lewis Stirling drew in his travel diary before his 1836 trip to New York is likely similar to the plan referred to in the court documents (Figure 8). This initial sketch of the floor plan was the first step in the collaborative design process between the two men. At that point, they likely discussed the number and placement of windows and doors and the relative finish of each, because these factors and the size of the house would have provided the undertaker with a substantial amount of the information needed to estimate a price. Stirling drew a standard double-pile house with a central passage containing a stair at the rear of the house. Each of the rooms was to be approximately the same size and the same floor plan was likely repeated on the second floor. The proper left side of the house contained a fashionable

⁷ Plaintiff’s Response, *Miller v. Stirling*.

double parlor divided by a pair of sliding pocket doors, creating the formal entertaining spaces of parlor and dining room.⁸

The double-pile, central passage floor plan that Stirling and Miller introduced at Wakefield imposed an entirely new order to the plan and usage of housing in the Parish, departing dramatically from the local Creole vernacular. Houses built in the region to that point had open floor plans with little hierarchy between rooms and no hallways or interior means of communication. An excellent example is Parlange Plantation in neighboring Point Coupee Parish (Figures 9 and 10). Built in the 1750s, according to local tradition, and altered in the neoclassical period, the house has a typical Creole floor plan, wherein the central living spaces are located on a raised basement used for storage; and there is no internal communication between the two stories. Communication between the two floors is regulated by exterior staircases protected by gallery flooring for the bottom level and the overhang of the roof on the second floor. The steep pitch of the roof allowed heat to rise and while each room at Parlange has a finished ceiling, many similar houses in the Caribbean have rooms with ceilings open to the roof. At Parlange, which is typical of the Creole vernacular, the gallery spaces on the exterior regulate communication between rooms as do doors between rooms. Rather than utilizing both windows and doors, glazed casement doors are the only fenestration at Parlange, creating an open floor plan with ready access to the galleries as exterior rooms.⁹

⁸ Garrison, J. Ritchie, *Two Carpenters: Architecture and Building in Early New England, 1799-1859*, p. 93-108.

⁹ Edwards, Jay D. "The Origins of Creole Architecture." *Winterthur Portfolio* 29, no. 2/3, p. 155–189.

At Wakefield, the imposition of the double-pile, central passage plan altered the spatial arrangement of the home. Rather than each room communicating directly with the gallery, access to the gallery was controlled by a central passage on both floors regulating access to each of the rooms. By utilizing this floor plan, Lewis Stirling departed from the vernacular tradition and imposed a fashionable hierarchy of rooms regulating access to himself and his family members. As implemented, Stirling's double parlors were as fashionable and academic as any to be found in the United States. The architectural details in the Greek Revival taste had recently appeared in Asher Benjamin's 1830 book *The Architect, or Practical House Carpenter* (Figure 11). By custom ordering furniture for his double parlors from Duncan Phyfe in New York, Stirling insured that his home competed in style and taste with those of his cotton factors in New York, rather than the provincial elite of New Orleans or West Feliciana (Figures 12, 13 and 14).¹⁰

As initially conceived, Wakefield borrowed many details from the vernacular housing of the region. While many of these elements were not implemented in the final house, their inclusion in the initial planning and subsequent removal from the final plan sheds light on the role of the patron in the design process. Only one of the carpenters, Drury L. Mitchel, the man who framed the house, was a native of West Feliciana Parish. The remaining carpenters, including Miller, were from the northeastern United States and had only recently arrived in Louisiana.¹¹ These men

¹⁰ Garrison, p. 24-25.

¹¹ Several documents state that Joseph R. Miller was from New Milton. This presumably refers to New Milton, Connecticut as there is no known site of that name in Louisiana.

were familiar with the new styles published by Asher Benjamin and others emanating from the major hubs of Boston, New York, and Philadelphia and could have properly executed a Greek Revival, temple form house or any other sort. As a result, the inclusion of several elements of the local vernacular in the initial design can only be attributed to the desires of the patron.

Wakefield, in its first iteration, was to have “turned columns” supporting the double galleries on the front of the house and “octagonal posts” on those in the rear. Derived from the local practice of utilizing turned columns on the second floor, or piano nobile, to differentiate it from the utilitarian spaces on the first floor which were supported by brick piers, the use of double stacked columns would have indicated two floors of social spaces. On the front façade of neighboring Rosedown, Daniel Turnbull chose to use double-stacked Doric columns, and this is quite likely the way Wakefield would have appeared if Lewis Stirling had not changed course (Figure 7). At some point during the building, Stirling decided to use two story, brick, Doric columns of the colossal order, which are more academically correct than double-stacked columns of the same order. This change in design clearly reflects a shift away from the vernacular toward the academic in Stirling’s thinking about the house.

As has been demonstrated by other scholars, the purpose of placing the main living spaces above a full first story dedicated to service space was to cool that second story by exposing it to the stronger breezes higher from the ground. At Parlange, as was true at many Creole vernacular structures, the brick or bouisillage first story provided storage and other service spaces for the house, which could be accessed through a series of doors from the gallery. At Wakefield, Stirling further marked the elite nature of the main residence by moving the necessary service functions once

contained on the first story outside the main body of the house to outbuildings on the property. In order to expose the first floor to the breezes available higher up, Stirling placed Wakefield at the crest of a hill, set on brick piers four feet off of the ground. The usage of brick piers allowed air to circulate under the house, further cooling the structure.¹²

Prior to this work, very little extensive study had been undertaken into the architecture of the region beyond the large collections of photography that have been published. Jay D. Edwards has studied the Creole housing of the region and made considerable progress into the study of that housing form, however, the Gulf South is still a rich and untapped resource for future study. The cotton boom happened so quickly that it changed the architectural landscape almost overnight. Now sleepy communities were once bustling with commerce fueled by cotton and slave labor. I hope that my work encourages further study of the region and its architecture beyond the picture book qualities of the large houses and looks to find the stories that these buildings can tell.

This thesis is divided into two chapters. The first is a reconstruction of the building of Wakefield pieced together through the testimony and evidence provided in the two lawsuits. This chapter reveals the chaotic and uncertain nature of building a large structure through traditional artisanal-based systems of labor and production. The many variables involved in controlling the production of materials in addition to the labor at the building site, proved too difficult for Miller to manage and the building

¹² Edwards, p. 155-189.

process eventually fell apart, leaving money spent on unused labor. As Wakefield evolved and Stirling lost faith in Miller's ability to complete the project, Stirling took over some of the responsibilities for building without creating clear boundaries between the two men's responsibilities. As a result of the casual changing of rules, Miller was left without compensation at the end of the project and no clear understanding of the next step.

The second chapter examines the questions considered by the court in *Miller v. Stirling* as a means of determining whether a contract existed between the two men for the construction of the house. The court case reveals that the two men entered into a casual agreement without all of the formalities of contract law and made constant revisions to that agreement that were difficult to trace or understand. As a result of this confusion, Miller attempted to use the court as a means of exacting revenge upon Stirling by forcing him to pay additional monies. This court case proved that in order to build houses, formal agreements needed to exist between all parties that could be revised with the changing needs of the project. That way, each person could be held accountable for his own responsibilities.

The conclusion examines the deficiencies of the building process at Wakefield through the lens of A. J. Downing's book *Hints for Rural Builders*. In this work, Downing discussed the changing nature of building houses in rural areas and the need for an increased professionalization of the building trade. The experimental process of building Wakefield utilizing antiquated building traditions emphasized the need to impose the type of order and system of contracts suggested by Downing in his work.



Figure 1 *Portrait of Lewis Stirling*, Chester Harding, 1836.
Courtesy, Private Collection



Figure 2 Conjectural drawing of Wakefield Plantation, Thomas Gordon Smith, 2007. Courtesy, Thomas Gordon Smith.



Figure 3 Wakefield Plantation. Courtesy, Photo courtesy, J. Ritchie Garrison. The second floor of Wakefield was removed in the 1880s and used to build two separate houses for the Stirling family.

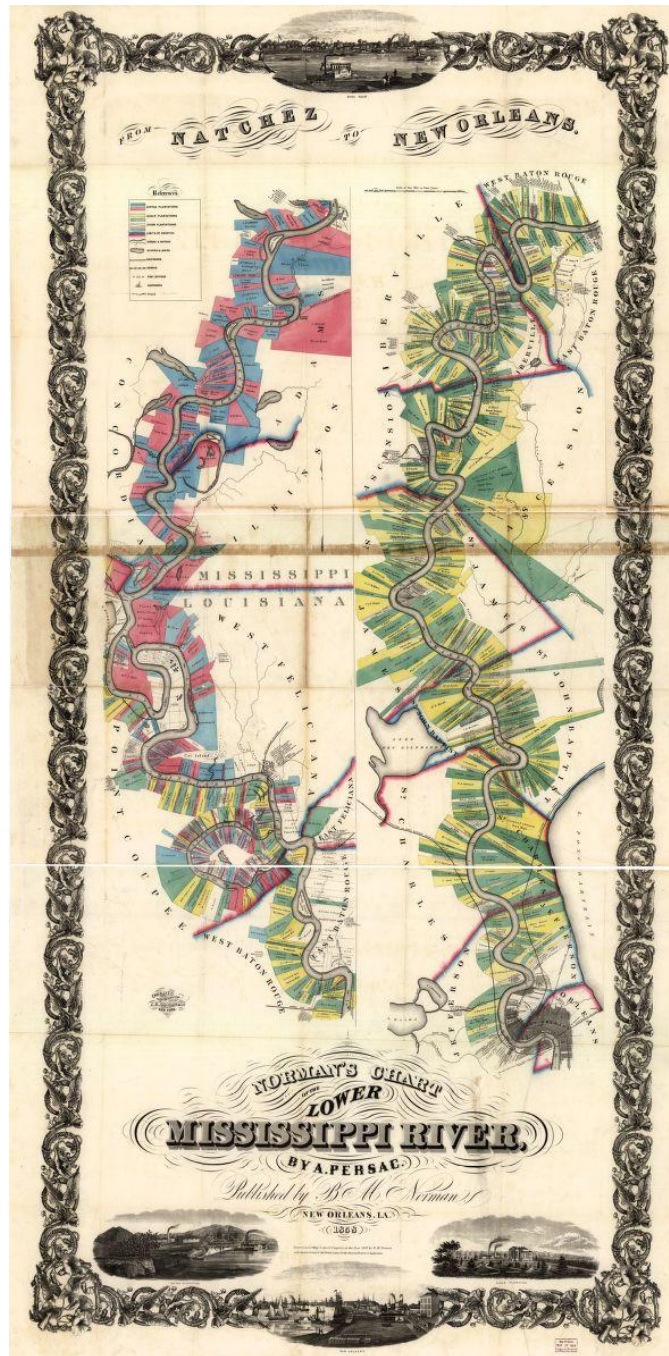


Figure 4 *Norman's Chart of the Lower Mississippi River* by Marie Adrian Persac, 1858. Courtesy, The Library of Congress.



Figure 6 Greenwood Plantation, Frances Benjamin Johnston, 1938. Courtesy, The Library of Congress. Greenwood was built circa 1830 for Ruffin Gray Barrow.



Figure 7 Rosedown, Photo by Frances Benjamin Johnston, 1938. Courtesy, The Library of Congress. Rosedown was built between 1833 and 1836 for Daniel Turnbull and his wife, Sarah.

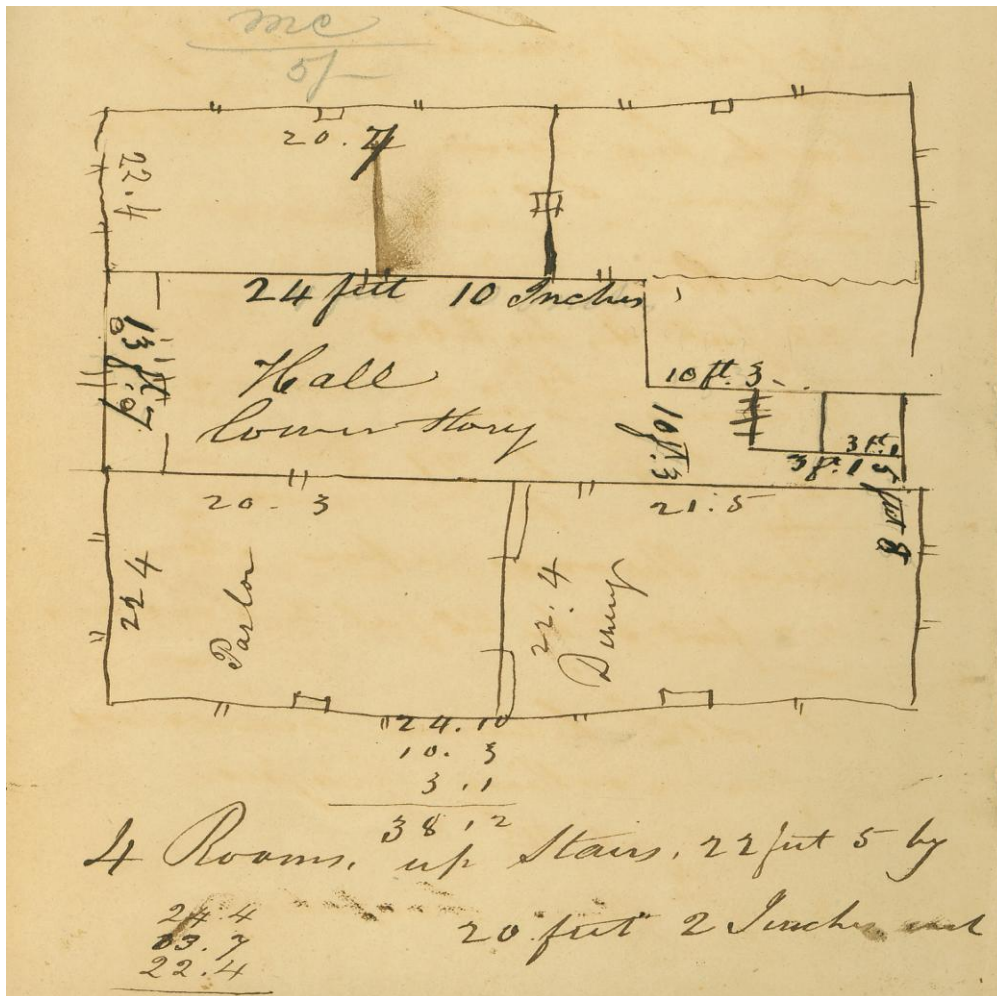


Figure 8 Rough sketch of Wakefield floorplan contained in Lewis Stirling's travel journal, circa 1836. Photo courtesy, private collection.



Figure 9 Parlange, Photo by Richard Koch, September 1936. Courtesy, The Library of Congress.



Figure 11 Sliding pocket doors in Wakefield Plantation dining room. Photo courtesy, private collection.



Figure 12 Sideboard attributed to Duncan Phyfe, 1836. Courtesy, Private Collection.



Figure 13 Dining table attributed to Duncan Phyfe, 1836. Courtesy, Private Collection.



Figure 14 Bed attributed to Duncan Phyfe, 1836. Courtesy, Private Collection.

Chapter 2

CONSTRUCTION

The detailed documentary evidence describing the building of Wakefield allows scholars to divide the construction process into a series of discrete sub assemblies, each of which was accomplished individually and then joined to create a whole. This approach reveals the logical processes preindustrial craftsmen used both to conceive and also to execute the massive building projects demanded by the planter elite in the Mississippi River Valley. When Lewis Stirling commissioned Joseph R. Miller to undertake the construction of Wakefield, the two men translated their ideas of the house's final appearance to words utilizing a shared building vocabulary.¹³ The documents that they created did not consist of formal drawings, as the foreman of the work confirmed when he testified that he had never seen any formal plans and built based upon the instructions he had received from the undertaker. There was no need for such architectural drawings because each carpenter had learned as an apprentice to create the individual elements of the building such as the doors and windows that would later be assembled to form the house. These building parts were always crafted and assembled in the same manner and varied only in size, placement, and certain stylistic features. Thus, when the two men drew up their agreement and bills of

¹³ For more on contracts, see Catharine W. Bishir, "Good and Sufficient Language for Building" in *Southern Built: American Architecture, Regional Practice* (Charlottesville and London: University of Virginia Press, 2006) and Catharine W. Bishir, et al *Architects and Builders in North Carolina: A History of the Practice of Building* (Chapel Hill and London: The University of North Carolina Press, 1990), p. 64-74.

scantling, they needed only to enumerate the number, placement, and quality of the individual elements.¹⁴

The agreement between Lewis Stirling, the owner of Wakefield, and Joseph R. Miller, the undertaker, clearly established the division of labor and materials that would be provided by the two parties, but the complexities of the project and the personalities involved soon rendered that agreement untenable. Miller owned a sawmill in West Feliciana Parish with another carpenter, Randall Dunbar, and agreed to furnish from that mill all of the timber, plank, shingles, glass, and hardware necessary to build the house, claiming that the advantage of owning the sawmill would allow him to build on better terms than other men could. Heavy cotton production had already depleted the Parish's timber resources causing an escalation in prices, but Stirling owned several forests and allowed Miller to cut from that land.¹⁵ This arrangement saved money: Stirling did not need trees and Miller's only investment would be the cost of labor.

¹⁴ The period terms in this chapter were sourced in Carl R. Lounsbury ed. *An Illustrated Glossary of Early Southern Architecture and Landscape* (New York and Oxford: Oxford University Press, 1994). For a discussion of the apprenticeship system in pre-industrial America, see Donna J. Rilling, *Making Houses, Crafting Capitalism: Builders in Philadelphia, 1790-1850*, p. 3-10. Additionally, for more information on sub-assembly and apprenticeship J. Ritchie Garrison, *Two Carpenters: Architecture and Building in Early New England, 1799-1859*, p. 24-25.

¹⁵ Dart, Elisabeth K. "Working on the Railroad: The West Feliciana, 1828-1842." *Louisiana History: The Journal of the Louisiana Historical Association* 25, no. 1 (1984): 29-56 includes a discussion of the limited timber resources in the region. Dart states that many of the craftsmen working on West Feliciana houses came to work on the railroad.

The undertaker also agreed to make all of the “doors, sash, blinds &c” near his mill and to house the necessary hands while he did so. Stirling would supply “bricklaying, plastering, laboring, teaming, painting, and all things appertaining thereto,” leaving Miller to concentrate on the production of lumber and carpentry.¹⁶ While the hands were at work at Wakefield, Stirling agreed to board them and provided a female cook to prepare meals. This agreement was later altered and Stirling retained only the responsibility for bricklaying and plastering the house, while Miller was to undertake the remainder.¹⁷

The documentary evidence is almost completely silent about the contribution of enslaved labor to the building of Wakefield, because the slaves were not paid, nor were they trained to perform skilled labor such as masonry and carpentry. As a wealthy cotton planter, Lewis Stirling owned 136 slaves on his various plantations in 1847. The two men initially believed that Stirling’s slaves could further decreased his building costs by providing much of the labor and teaming necessary for the project. Stirling’s slaves could have used the same oxen and carts with which they hauled cotton to market, to carry logs to Miller’s sawmill, and to bring the finished product back to the site, however, when the two men later renegotiated the terms of their agreement, Stirling agreed to pay Miller an additional \$350 for hauling the materials rather than have his slaves do the work. While slaves were directly responsible for

¹⁶ Defendant’s Document E, “Specification of Materials and Work,” Miller v. Stirling.

¹⁷ No document specifically states whether the female cook was enslaved. Stirling’s accounts indicate that he paid \$180 or twenty dollars a month for the hire of a cook, therefore, the cook could either have been an enslaved individual hired out by another slave owner or a free individual.

creating the capital that paid for the house, they were not involved with the construction of the building.¹⁸

When the two men initially drew up the proposal for carpentry work, they planned to build a brick house; Miller was to provide the carpentry and finish elements for this building at a price of \$4,238.71. Stirling chose to make arrangements for the masonry and the carpentry on his own rather than to leave one of the two craftsmen to contract with another, assuming the traditional role of the patron as a clerk of the works. Again, this saved Stirling money, because by paying each man individually and managing the contracting himself, he did not have to pay the additional fee that would have been charged by one craftsman supervising another. The initial proposal for carpentry and materials is undated but likely from the early months of 1833, and it is known that sometime before 12 July 1833, Stirling hired a brick mason to fire the materials necessary for the project and to construct the walls, but that the kiln failed. It can be presumed that the mason successfully fired enough brick to create the piers for the foundation as well as the chimneys, because there is no other early mention of the production of bricks.¹⁹ Miller had already built “thirty two box frames” for a brick house at his mill, which would have provided the internal framing system or “false work” for a brick structure.²⁰ When the kiln failed, Stirling and Miller decided to construct a frame house instead, although this would require a great deal of additional

¹⁸ Weller, p. 120.

¹⁹ After the house was framed, Joseph Miller paid to board brick masons to fire the brick needed for the chimneys and the columns of the house. Response of Lewis Stirling, *Miller v. Stirling*.

²⁰ Testimony of David Purdy, *Miller v. Stirling*.

carpentry and materials that had not previously been budgeted. Miller revised his estimate to reflect that he would be the sole undertaker and added \$1,611.00 to the previously quoted price for a total of \$6,449.71. The undertaker discounted the project to an even \$6,300.00 to make the price seem even more attractive to his potential client.²¹

As undertaker, Miller divided his time between two major projects and the work occurring at his sawmill. While building Wakefield for Lewis Stirling, he was also building a brick house, China Grove, for Andrew Skillman, Stirling's brother-in-law. As he was not able to supervise each project on a daily basis, Miller hired overseers for each of the two housing projects and relied upon his partner, Randall Dunbar, to maintain operations at the mill. The undertaker hired David Purdy, a carpenter who had served his apprenticeship and been in the trade for ten years including four on the Gulf Coast, to oversee the work at Wakefield. Because of the tremendous responsibility Purdy held, his testimony was taken first and is the longest on behalf of the plaintiff. When Purdy arrived on site in November 1834, Stirling had already paid two men, McDonald and Sweeny, to build the brick piers that would support the house, and Miller had commissioned Drury L. Mitchell, a journeyman carpenter, to frame the structure. Purdy immediately began searching for other carpenters to work on the project and to frame the galleries while Mitchell continued to frame the main structure.

The undertaker and overseer viewed the construction process at Wakefield as three sequential phases that would take place over the coming year: framing,

²¹ Plaintiff's Document B, Miller v. Stirling.

enclosing, and finishing. Each phase required that a considerable amount of preparatory work be done in order that the next could take place, and Miller dedicated two individual workforces to the project at Wakefield. The first workforce was the seven African American men who worked at the mill. They were responsible for cutting the trees and converting the logs to usable materials for use by the carpenters.²² They milled the lumber, applied appropriate molding profiles, and built windows and doors that could later be installed on site. The carpenters under Purdy's command could only work as fast as the supply of materials permitted. Any delay at the mill caused work stoppages at the job site. The many variables involved in keeping a single project moving inevitably led to difficulties and it eventually became clear that Miller would not be able to supply all of the materials that would be necessary for the job.

The framing of Wakefield is recorded in *Mitchel v. Miller*, a lawsuit filed by journeyman carpenter Drury L. Mitchel on 4 June 1835, a month after he left the employ of Miller, asking that the court force the undertaker to pay Mitchel the \$625.00 that he claimed he was owed for the work he had done. Drury L. Michel was a free man of color who spent his entire career in West Feliciana Parish.²³ The legal

²² Defendant's Exhibit 11, *Miller v. Stirling*. An undated letter from Miller to Stirling requested that Stirling give David Purdy \$14 to pay his men at the mill as Miller was ill and unable to travel to the job site. The men were Wilson, Sol. Ben, Ervin, Isaac, Allen, John, and Winston. This same incident is recorded in Lewis Stirling's account records in his response on 16 August 1835 as "To cash paid your order favour of Negroes for Sawing."

²³ Petition of Drury L. Mitchel, *Mitchel v. Miller*. Drury L. Mitchel's race is recorded in his testimony in *Miller v. Skillman*, Third District Court of the State of Louisiana, Case Number 1618, 1837.

documents surrounding this case flesh out the earliest stages of the building process as the court attempted to understand the work Mitchel had done and the contractual obligation of Miller through the testimony of the parties involved. Several members of the West Feliciana building community provided testimony assessing the quality of the journeyman's work and its proper valuation based upon local customs and standards. What follows is a reconstruction of the framing at Wakefield based upon court documents.

According to Mitchel's petition, he entered into an oral contract with Joseph R. Miller to frame the body of the house sometime towards the end of 1834. As Purdy had not yet been hired to oversee the project, Mitchel served in this capacity when the project began, though he was rarely present at the job site. The two men agreed that Miller would pay Mitchel \$50 per month for his services as a journeyman carpenter and that each of his two apprentices would be paid \$32.50 per month, while the brick mason should receive \$45 per month. Miller also provided \$24 each month to board the men. The two men agreed that Lewis Stirling was to hold the money and dispense it to Mitchel when the work was complete and Miller had approved.²⁴

The undertaker had only budgeted \$470 to frame and raise the house including the galleries and the roof, and it must have quickly become apparent to the undertaker that he had submitted an estimate to Stirling that was far too low.²⁵ Mitchel and two

²⁴ Petition of Drury L. Mitchel, *Mitchel v. Miller*.

²⁵ Defendant's Documents A and B, *Miller v. Stirling*. Miller estimated that framing would cost \$230 in this bill for Mechanical Work in Document B.. He added an additional \$240 when he revised his estimate to reflect that Wakefield would be frame rather than brick in Document A.

of his men were engaged with the framing for five months from 3 November 1833 to early May 1835, when they quit because they had not received pay. If the three men had worked uninterrupted for the entire time, Miller would have owed them \$575, which would not have included the \$90 owed to the brick mason for two months of labor. Miller also owed David Purdy \$50 per month for framing the galleries and roof not including any additional workforce in his employ.

When Miller realized his error, he went back to Drury Mitchel to renegotiate their previous oral contract. In his petition, Mitchel states that Miller decided that he would pay the journeyman carpenter and his men by the measure rather than by the month, and that this occurred after the men had been at work for some time. There is no indication as to what Mitchel thought of this change, but he was in a vulnerable position because he owed his men money for their work and he had no written contract with the undertaker. He had very little room to negotiate because he risked losing compensation for the work he had already completed if he were to leave the site before the work was finished. Mitchel acquiesced to Miller's demand and continued to work until the house was raised, but in early May, when the carpenters had almost finished raising the house, Mitchel approached the undertaker requesting the \$625 owed to him and his men. Miller offered to pay \$200 that day and the rest after the house had been measured, but Mitchel refused and quit the job.

Sir Christopher Wren outlined the three principal methods of paying for carpentry work in the late seventeenth century that were still in use in the nineteenth. They were to pay "by Day, by Measure, and by Great." Paying by the Great meant to pay a set rate for the entire job, which allowed the subcontractor to pay his own men a set rate. This method privileged the overseer because it required that the worker

complete the job for the stated price regardless of the amount of time it took to complete the work. Paying by the Day involved paying each of the workers a specific rate for a set amount of time. In this instance, the worker benefitted because he would be paid the same rate for the allotted time no matter how long the project took. The final method was to pay by Measure, which required that other craftsmen measure the work done, evaluate the workmanship, and provide a valuation based upon local pricing standards. Theoretically, this method insured that the undertaker paid a fair price and that the craftsman was justly compensated.²⁶

Paying by measure was the most common method of valuing carpentry in the United States. When the court finally heard the case in December 1835, the judge ordered two local carpenters, representing the plaintiff and defendant, respectively, to measure Mitchel's work independently and determine its proper valuation. Isaac Wright, a carpenter and joiner who had been apprenticed in the trade and worked four years in the parish, measured for the plaintiff. Wright had assigned a value of \$602.62 to the Mitchel's work and the court labeled his measurements 'Document A.'²⁷ David Purdy, Miller's overseer at Wakefield, measured for the defense and submitted a valuation of \$261.67, labeled 'Document B.' The numbers that the two men returned were clearly colored by their personal allegiances, with the defense returning a valuation of less than half of that submitted by the plaintiff. This disparity between

²⁶ For more information on paying builders, see Bishir, Catherine W. "A Proper Good Nice and Workmanlike Manner: A Century of Traditional Building Practice, 1730-1830," in Bishir, Catherine W. et al, *Architects and Builders in North Carolina, A History of the Practice of Building*.

²⁷ Document A, December 17, 1835 and Document B, Mitchell v. Miller.

estimates forced the court to take additional testimony, which combined with the measurements clearly explicated the work that Mitchel had done.

According to court testimony, Drury Mitchel was only responsible for framing the body of the house, which was to be 62 feet long, 44 feet wide, and two stories tall, the first story twelve feet high and the second eleven with a central hall dividing the house. The framing of the main structure would take the longest and Mitchel began immediately, while Purdy was to begin framing the galleries and the roof when he arrived. Because Miller had committed the dimensions of the framing members to writing, Purdy could utilize these measurements and work independently on the galleries and roof. Ideally, when the four separate elements were complete, they could be assembled seamlessly when the house was raised.

Mitchel framed the house as an English box frame, which was a system that evolved in the Chesapeake during the eighteenth century and was utilized in the majority of the Southern United States until the introduction of mass-produced building parts at the dawn of the Civil War. This method reduced the frame to its essential parts and streamlined construction by elevating studs to functional, loadbearing members sharing weight with posts rather than secondary members whose only function was to fill the wall between primary framing members. This technological shift made framing more predictable by standardizing the placement of studs and restricting posts and their bracing to corners, doorways, and the center of long walls.²⁸

²⁸ For more information on box framing, see Willie Graham, “Preindustrial Framing in the Chesapeake” in *Perspectives in Vernacular Architecture*, Volume 9.

Isaac Wright's measurements show that "the house was framed with 20 posts the studs 3 x 8 inches and one foot apart,"²⁹ which reveals the structural logic that the craftsman engaged to build the house. As Mitchel framed both floors exactly the same, the posts were distributed evenly between the two floors and the frame divided into three structural bays defined by four major loadbearing walls extending the length of the house. The two exterior gable walls had braced posts at the corners of the house and were supported by another in the center. The two interior walls of the passage had them only at their ends. The four load bearing walls were supported by a rectangular sill with two medial girts to support the two interior load-bearing walls.

The majority of Mitchel's materials were sawn at the mill, however, the 362 feet of sill arrived only roughly hewn and their shape was refined at the jobsite. The sill rested on the brick piers and carried the entire weight of the house. At 12 by 12 inches, they were the largest framing members in the structure. At the house's longest side, the sill spanned 62 feet. Because it was supported by a brick pier every fifteen feet, there was little chance that the wood would deflect under the weight of the house. The sawmill was restricted in the lengths of timber that it could cut by the length of the carriage that guided the timber through the saw, and it was more efficient to use longer lengths and refine the timber at the site than it was to mill smaller segments and piece them together when they arrived. While the sill was likely several individual segments joined together, they were likely longer than any other structural members used in framing the house.³⁰ According to Wright's measurements, Mitchel and his

²⁹ Document A, Mitchel v. Miller.

³⁰ For a discussion of nineteenth-century mill technology, see James L. Garvin, *A Building History of Northern New England* (Hanover and London: University Press of

men counter hewed the sills, which means that they used an adze or a broadax to manually level the four sides.³¹

The journeyman carpenter and his men spent the remainder of their time sawing the milled timber to the proper size, cutting mortises and tenons, and numbering the individual elements so that they could easily assemble them when the building was raised. They cut the studs where doors and windows were planned and inserted 724 feet of trimmers, which were short beams between two studs securing those interrupted by the fenestration. At one point Mitchel ran out of plank and hewed an additional 92 feet to complete his work. The framing of the roof and the galleries took longer than expected and Mitchell assisted by framing the posts and braces of the roof.

Mitchel's work continued for his entire five months at Wakefield, except for two work stoppages, which were attributed to a runaway apprentice and severe cold. Lewis Stirling, who lived in a smaller dwelling at Wakefield during the construction, testified that one of the apprentices caused the first work stoppage in January or February 1835 when he ran away to New Orleans. Mitchel followed and brought him back, but work stopped for the intervening eight to ten days. Runaway apprentices were a common problem throughout the preindustrial era judging from the many

New England), 2001. Although the discussions in this book are confined to a narrow geographic area, the technologies used can be extrapolated to a much broader area. New England often adopted new building technologies earlier than the rural South, however, many of the carpenters at Wakefield had apprenticed in the Northeast.

³¹ A good description of the broadax, adze and other tools utilized in early American buildings can be found in Alex W. Bealer, *The Tools that Built America* (New York: Barre Publishing), 1976.

advertisements placed in newspapers advertising for their return. The average carpenter's apprentice ranged in age from twelve to twenty one and worked six days per week for little or no pay in order to learn the trade. These long hours and youthful angst often combined to lead apprentices like Mitchel's astray. The second work stoppage occurred from the second or third of February and lasted two weeks or more, when Mitchel explained to Stirling that it was too cold to work and that because he worked by the month, his diminished work capacity would not be fair to the undertaker.³²

When Mitchel finished preparing the body of the house, Purdy had not yet completed the framing of the roof and galleries, leaving Mitchel and his men with free time before the house raising. As the men were no longer being paid by the month, they would not receive compensation for time they did not work, so they continued to find other projects to occupy their time. Mitchel framed 80 feet of posts and braces in the gallows or roof frame in an attempt to help Purdy finish his preparatory work, however, Purdy was still behind, so they began refining materials for the next phase of construction. The journeyman and his men prepared 10,500 cypress shingles by riving each from a log and shaping it with a drawknife. They eventually covered half of one side of the roof with these shingles. Mitchel also "faced" or smoothed and stacked 420 feet of flooring plank that had come from the mill, but was not used in the final building because it sat exposed to the elements for too long. Flooring plank arrived at

³² Rilling, p. 3-10.

the site with the rough surface left by a sash saw and required several passes with a plane to smooth.³³

On 9 April 1836, the carpenters had completed the preparatory work and began raising the frame, which involved reassembling the elements they had prepared and nailing the studs into place. As they united the body of the house and the galleries, the carpenters learned that Mitchel had framed each story two inches too high and that Purdy needed to adjust the gallery framing to accommodate the additional height. They also discovered that Mitchel cut the tenons on several posts too long and their braces too short, and these adjustments cost some time.

When house joiner and carpenter, Isaac Wright, arrived to measure the framing for the court seven months later, the house was nearing completion and much of Mitchel's work had been obscured. Wright utilized *The Book of Prices of the House Carpenters and Joiners of the City of Cincinnati*, which had been adopted in that city on January 4, 1819. The measurer claimed that this book was the standard by which the craftsmen in West Feliciana valued their work, and it provided prices for each element by either the linear foot or per square.³⁴ The prices quoted in these books represented the amount that should be paid to an undertaker by the patron rather than pay for journeyman and apprentices, which were determined by local custom.³⁵

³³ A good discussion of the various planes and their uses can be found in Alvin Sellens, *Woodworking Planes: A Descriptive Register of Wooden Planes* (Privately printed), 1978.

³⁴ A square is generally a 10 x 10 foot measurement of an area.

³⁵ Louis H. Shally, *The Book of Prices of the House Carpenters and Joiners of the City of Cincinnati* (Cincinnati: L'Hommedieu & Co. Printers), 1819.

David Purdy did not utilize a book when assigning value to Mitchel's work, and his testimony to the court was the most vitriolic of that taken in its claims about the quality of Mitchel's work. At the bottom of his measurements, Purdy subtracted \$75 from the total leaving \$186.67 and explained to the court that he had done so because Mitchel's work had been done in an unworkmanlike manner, a period term indicating that the work was not done to the standards of the trade. In addition to the tenons that were too long and several posts that were cut too short, Purdy explained that one of the corner posts projected beyond the other framing members creating an uneven surface for the clapboard sheathing. The craftsmen cut the projection down to create a flat surface but the additional labor caused by problems with Mitchel's work and delayed the project by a day.

Lewis Stirling and five carpenters offered their testimony in an attempt to discern the value of Mitchel's work. The carpenters examined the two measurements before the court and determined whether the charges listed were reasonable and whether they would be willing to do the work themselves for those rates. Inevitably, the two men testifying for the plaintiff agreed with Wright's values, while the three men who testified for the defendant agreed with Purdy's measurements.³⁶ The carpenters were also asked whether Mitchel, as a journeyman carpenter, was entitled to the prices listed in these documents, and each man responded that the charges

³⁶ Isaac Wright and Nathan Cross testified for the plaintiff. Cross was a regularly apprenticed carpenter who had worked in West Feliciana Parish for twelve years. David Purdy, Herman B. Benjamin and Allen Perry testified for the defendant. Benjamin served his apprenticeship in Connecticut and had been in Louisiana for two months while Allen Perry, who had helped to raise the frame at Wakefield, had been in Louisiana for seventeen years.

contained in the measurements were fair values for undertakers and that journeymen were not entitled to those rates. When asked how much a journeyman should receive, the men responded with numbers between 75 and 85 percent.

The judge found in favor of the defendant and only awarded Mitchel the \$186.67 suggested by David Purdy in his measurements after he deducted \$75.00 for bad workmanship. Mitchel, who had not received any compensation before that time, was awarded this money in December 1836, more than a year and a half after he quit work and filed suit against Miller. Lewis Stirling testified in a later case that he felt compelled to pay Mitchel the \$625.00 that he was owed and it seems that in the end, Mitchel was able to pay his men. Before Mitchel had even filed suit, however, Lewis Stirling paid Joseph R. Miller \$2,993.25 on 25 May 1835, when the house had been completely framed. Stirling had already advanced \$1,937 and some cents to Miller on the second or third of January. This amount represents slightly less than half of the final price of the house and was intended to provide Mitchel with the capital he needed to pay his men and prepare for the next stage of construction.³⁷

David Purdy began enclosing the house immediately after the frame was complete. This second phase of construction involved weatherproofing the house with roofing, weatherboarding, and painting, as well as ceiling the house and erecting the four brick chimneys. At this point, Miller's sawmill had already fallen behind in production, and Lewis Stirling purchased 36,750 shingles from Pierre Lebreys on 28 May 1835 to keep the project moving along at a steady pace.³⁸ Stirling's purchase of

³⁷ Rilling, p. 3-10.

³⁸ Defendant's Exhibit 27, Miller v. Stirling. Pierre Lebreys bill for \$128.62 charges \$3.50 per thousand shingles.

these shingles represented his first major intervention in the project, when it became apparent that Miller would not be able to supply all of the materials that would be needed for the project. When the shingles arrived, Purdy was able to complete the roof and begin weatherboarding. At the same time, Stirling hired William Cook to build the four brick chimneys and the twelve massive brick columns with wooden posts in their centers.³⁹

At some point during the summer, Lewis Stirling traveled to New Orleans and left his son-in-law, Dr. John Hereford, in West Feliciana to manage his affairs. Hereford later testified to the court that in Stirling's absence Purdy came seeking money for provisions claiming that work would stop if they were unable to get them.⁴⁰ By July, the project was already at a standstill with only two men remaining at the site, one of whom was sick. Dr. Hereford immediately dispatched a letter to Stirling apprising him of the situation and requesting that he find more carpenters in New Orleans.

When Stirling returned to Wakefield in August, he informed Miller that he would be handling the payment of hands from that point forward. Miller objected as it was customary for the undertaker to pay his own workers, but Stirling was financing the work and Miller had little choice. Stirling also brought two carpenters, Jacob Bushey and John Hart, back from New Orleans by steamboat. The two agreed to work

³⁹ While William Cook claimed that he began work in April or May, it is most likely that he began brickwork in May, after the raising had occurred.

⁴⁰ Stirling indicates in his account that Hereford provided \$54.44 on his behalf for provisions on 6 July 1835 to R. Dunbar, B. Marshall, and L. W. Low. On 7 August 1835, he provided \$34.00 to Dunbar and Randall.

at Stirling's direction for \$60 per month, while Miller's men only received \$50 per month. Stirling informed Miller that these two men would answer exclusively to him, while the undertaker could do whatever he would like with his own men. This new arrangement caused confusion at the worksite as Stirling had essentially created two distinct workforces answering to different foremen. David Purdy, Miller's foreman, explained to the court that he believed Miller considered Jacob Bushey the foreman of the works, and while Purdy must have been reluctant to explain to the court that he had ceded his authority, it seems clear from the testimony of others that Bushey held ultimate authority.

Although the split workforce created acrimonious relationships on the site, the carpenters had no choice other than to work together to finish the project. Lewis Stirling had returned from New Orleans by 16 August 1835 when he made his first direct payment to David Purdy of \$50 for one month's wages. Prior to this account, Stirling had only advanced money to Miller himself and one of his carpenters, paid for provisions, and bought shingles.

Stirling's records indicate that in October 1835 he had paid Jacob Fulk \$170 for painting, the carpenters had fully enclosed and ceiled the house, completing the second phase of construction.⁴¹ Because they were short on labor, the carpenters required four months to complete a project that should only have required a fraction of that time. Miller had supplied two different qualities of weatherboarding from his mill based the usage of the exterior space. The long exterior walls were finished with wedge shaped clapboard siding that had been cut at the mill and hand planed to

⁴¹ Deposition of Jacob Fulk, Miller v. Stirling, December 15, 1835.

smooth out the texture. The areas that were covered by the galleries received a higher level of finish because the galleries would function as outdoor living spaces. Here, the carpenters applied matched siding, which was quite similar to flooring plank and fit together with tongue and groove joints leaving a smooth surface on its exterior. Although these tasks were time consuming, they were very repetitive and could be accomplished fairly quickly.

When Stirling recorded in his account book that Jacob Fulk had been paid \$300 for painting his house, this price included both the exterior and the finished interior. As the interior had not yet been completed, Stirling made a partial payment to Fulk in October of 1836 for \$170. Fulk added an additional charge to his bill of \$50 for painting the brick work on the house, which was likely done to conceal the uneven coloring of the brick resulting from an uneven firing.⁴² Thus, the \$170 payment that Fulk received most likely only represented the fairly simple tasks of painting the exterior of the house and the brickwork.

Flooring and ceiling began sometime before November 1835 when Levi Decker began work at Wakefield replacing John Hart who had been paid three months' wages and moved onto another project. When Decker arrived, other carpenters had already installed flooring of 1 ½ inch thickness that Miller must have supplied from his mill, but that same month it became clear that the undertaker would

⁴² Although it seems unusual to modern sensibilities to paint new brickwork, this was very common in the first half of the nineteenth century. This process, referred to as redwash in the period, most often covered both the brick and the mortar. Masons often then repainted the mortar joints white. James Dinnsmore and John Neilson employed this process at the University of Virginia and at James Madison's Montpelier.

not be able to supply the remainder of the plank and that Stirling needed to purchase lumber from another source in order to prevent another major construction delay. Decker testified that while he worked at the site, no plank came from Miller's mill and that the flooring he used to finish the back gallery was 1 ¼ inch cypress plank that was supplied by a Dr. Baines. David Purdy estimated that not more than half of the lower levels had been floored with the cheaper 1¼ inch plank, but even this represented a major breach of the original agreement, which specified that the entirety of the first floor be floored with 1 ½ inch plank while the second floor would be floored with the 1 ¼ inch plank.

A receipt from Dr. H. Baines records that Lewis Stirling purchased a total of 2,106 feet of flooring plank in November 1835, and that this was paid for on January 4, 1835, while a separate account entry records that Baines hauled the lumber from his sawmill to the site for an additional \$15.⁴³ Baines also supplied 3,022 feet of ceiling plank, which was riven lath applied to the interior of the house to create a rough surface on which to apply plaster. Each piece of lath was twelve inches wide, an inch thick, and nailed to a stud at either end. Miller billed Stirling for 8,120 feet of flooring in the principal stories, which means that Baines supplied just over one quarter of the plank necessary for the first and second stories and their corresponding galleries. As was customary, the craftsmen installed a lower grade of flooring in the garret for which the undertaker charged less than that on the two principal stories.

⁴³ The Baines receipt records two separate purchases of flooring plank at 3 cents per foot on 16 and 30 November 1835, the first consisted of 1584 feet for \$47.52 and the second 522 feet for \$15.66. The remainder of the bill records 3,022 feet of ceiling plank at 2 ½ cents a foot for a total of \$75.55.

The Bill of Charges that Miller submitted to Stirling quite logically lists individual elements of the house in the order that they were installed, which allows construction progress to be tracked throughout the remainder of the process.⁴⁴ Two carpenters, Charles H. Wiley and John Hart, were paid the remainder of the wages owed them on November first and second, by which time they moved along to other projects, while Jacob Bushey and David Purdy continued at the site. Purdy summoned Levi Decker to replace John Hart on November first. By that point the order of command had clearly been resolved. Although Decker reported to Purdy, he recognized that Stirling's carpenter, Jacob Bushey was the foreman of the works. Samuel L. Andrews, who also worked as a carpenter, did not receive his pay from Stirling itemized by the month and day, but by an order of Miller. Only Purdy, the overseer, was paid in this manner after Stirling began handling the payment of workers, which indicated that Andrews, like Purdy, reported directly to Joseph R. Miller. As the finishing of the house got underway in November of 1835, only Bushey, Decker, Andrews, and Purdy remained to complete the project.

All of the millwork, sash, venetian blinds, and doors utilized in the construction of Wakefield were planed, joined, and assembled at the mill belonging to Miller and Randall Dunbar. The work of making and assembling these individual elements was tedious, repetitive, and deliberate, but once a standard had been established for the construction of a window or a door, it was relatively simple to repeat the process to make the remainder in exactly the same manner as the first. Thus, these tasks were often left to apprentices. In this instance, none of this work was

⁴⁴ *Miller v. Stirling*, "Mr. Lewis Stirling in acct with Jos. R. Miller May the 10th 1836" which was attached to Joseph R. Miller's petition to the court.

done on site, but at the mill itself, where Miller and Dunbar had a workforce sufficiently trained to undertake such projects.⁴⁵ Levi Decker hauled eight loads of lumber from the mill to the worksite for which he charged Stirling 40 dollars or five dollars per trip, and Stirling sent his own workforce on an additional four trips to haul materials from the mill.

The four carpenters worked the remaining six months from November to May installing the finish elements made at the mill. The staircase and the mahogany closets could not be constructed at the mill, because they were more intricate and far too site specific to build there. Levi Decker testified that he purchased the mahogany for the house and did the principal labor building the mahogany closets in the dining room, but beyond that little is known about who installed which elements. Samuel L. Andrews was the first of the remaining carpenters to leave the site on 18 April 1836 and he was soon followed by the remaining three who finished work by 8 May 1836.⁴⁶ Two days later, Joseph R. Miller submitted his bill of work he had completed to Lewis Stirling beginning the lawsuit that would occupy the next year of these men's lives.

⁴⁵ Very little of the work that occurred at the mill is evident, but it is clear that the mill had begun work on the windows by August 15, 1835 when Lewis Stirling was billed for Baltimore glass, sash weight, sash cord, whiting, and nails by Hall, Walker, and Walton. This bill was listed as "Statement of Hall, Walker, & Walton by the court.

⁴⁶ Each of the carpenters had been paid when they requested money, but they collected the remainder of their payment as they left.

Chapter 3

“DID CONTRACT COVENANT AND AGREE...”

When the carpenters left Wakefield on 10 May 1836, neither Miller, the undertaker, nor Stirling, the owner, was completely satisfied with the way the construction process had unfolded. Fraught with difficulties since the initial framing of the structure, building Wakefield had been a tremendous undertaking for both men. Joseph R. Miller had overextended himself, taking on more projects than he could reasonably hope to complete in a timely manner. By agreeing to pay the carpenters in his employ by the month rather than by measure, he insured financial disaster when his mill was not able to quickly supply the necessary materials, forcing him to pay the men when they could not work. At other times, when he had the materials he needed, he was unable to hire enough carpenters to do the necessary work, further delaying the completion of the structure. Anxious to move into a completed house and losing faith in Miller, Lewis Stirling usurped Miller's authority as undertaker and hired two carpenters of his own to work at the site. In addition, he took control of paying the men at Miller's direction, while repeatedly supplying materials to keep the project moving along. Thus, at the conclusion of the project, when the owner traditionally settled his account with the undertaker, the two men backed into their corners and refused to settle.

On the same day that the carpenters left the building site, Miller presented Stirling with an itemized Bill of Charges for the carpentry work done at Wakefield. This detailed list divided the carpentry into thirty-four discrete elements, provided

measurements for the work done, price per piece, and the total for each. Miller's list of charges totaled \$11,515.75, nearly twice the initial estimate submitted to Stirling two years prior. When presented with this astonishing bill, Lewis Stirling refused to pay and Miller filed a petition with the local court on November 21, 1836, asking that a jury intervene and force Stirling to pay what he claimed was due. At that point, the undertaker had not received any form of payment from the owner since 25 May 1835, when Stirling had made an initial payment of \$2,993.25, just after the house was framed and raised and an additional \$100 several days later.⁴⁷

Stirling must have been astounded by Miller's bill, because the undertaker had charged for all of the carpentry at Wakefield, even though Stirling had paid the carpenters' wages since August 1835 and provided a significant portion of the materials used to build the house. In presenting his bill to Stirling, Miller understood that Stirling would refuse to pay because he was being charged for work for which he had already paid, and that this matter could only be resolved by the courts. By taking this bold step and refusing to compromise, Miller calculated that he could utilize the community's understanding of his position as undertaker to his advantage.

Traditionally, building projects were divided between two undertakers, one for masonry and the other for carpentry. Once a client commissioned a house and the terms were agreed upon, it was generally understood that the individual undertaker would oversee his own men and provide all of the labor necessary to complete the project, unless the two had specifically agreed to another arrangement. The owner would then pay the undertaker at specific points in the project, which would allow the

⁴⁷ Plaintiff's Brief, *Miller v. Stirling*.

undertaker to compensate his men and fund the ongoing work. At Wakefield, Stirling had interrupted the normal process when it became clear that Miller was unable to supply the necessary labor and materials. By paying the carpenters and supplying some of the materials, Stirling had taken the role of undertaker upon himself, even though Miller was still very much involved.⁴⁸

Joseph R. Miller anticipated that he would be able to convince the court that as undertaker, he was responsible for all of the carpentry that had been done and that he should be paid for these services. When Miller's attorney filed his petition with the court on 21 November 1836, he made exactly that claim, stating:

That in the year 1835 your Petitioner undertook and engaged to erect and construct for said Lewis Stirling a Dwelling House at a just and fair valuation for the work and labour to be done and performed on the same, and also to furnish materials necessary to the construction of said dwelling house. That in pursuance of said engagement your petitioner did build and erect said dwelling house, and on the construction of the same was employed with his hands til the tenth of May 1836. Your petitioner further charges that in building said dwelling house he furnished materials according to the Bill of Charges hereto annexed as part of this petition and also did the work and labour according to the rates and prices herein specified.⁴⁹

On the surface, Miller's argument seems simple, logical, and explicit. He had agreed to build a house for Stirling, completed it, and was denied payment. By phrasing the document as he did, he explained only part of the story to the court, allowing the jury

⁴⁸ Bishir et al, p. 40-41.

⁴⁹ Plaintiff's Petition, Miller v. Stirling.

to utilize their shared cultural understanding of the role of an undertaker to fill in the missing elements with their own assumptions.⁵⁰

Parsing the wording of the petition reveals key elements of Miller's underlying argument and his subtle attempts to define his relationship with Stirling for the court. By claiming that he had "engaged to erect" Stirling's house "at a just and fair valuation for the work and labour" Miller implied that the two men had agreed that Stirling would pay the undertaker "by Measure" rather than "by Great." As has previously been demonstrated, paying by Measure required that individual elements of the house be measured and assigned a mutually agreed upon price per a given quantity, while compensating by Great meant that the two parties agreed upon a fixed price for the entirety of the project in advance. The members of the jury would have been familiar with these two methods of payment and fully understood that Miller sought to be paid by measure. When legal disputes such as this occurred, it was simplest for the court to decide compensation by measure, because each element could be quantified and value assessed through the testimony of other members of the building community. Miller apparently believed that if he could create sufficient confusion surrounding the contractual documents submitted by Stirling that he could convince the court to utilize his measurements as a baseline for reassessing the value of his work compensating for the errors he had made by agreeing to build the house

⁵⁰ For more information about cultural knowledge of the building process, see "Good and Sufficient Language for Building" in Bishir, Catherine W. *Southern Built: American Architecture, Regional Practice* (Charlottesville and London: University of Virginia Press, 2006).

for such a low price. At that point, other craftsmen could testify to the value of the carpentry work he had provided.

Joseph Miller's case also relied upon the confusion created by Stirling's intervention into the project. As Lewis Stirling was one of the wealthiest land owners in West Feliciana Parish and he intended to construct one of the largest houses in Mississippi River Valley to that point, it would have been a well known fact that Stirling had hired Joseph R. Miller as his undertaker for the project. Wakefield's relatively isolated location nearly eleven miles from the nearest town of St. Francisville, however, would have prevented members of the community from knowing the details of the building process, leaving only Stirling, his family, and the men working at the site as witnesses. Thus, when Miller made the claim that he "did build and erect" the dwelling house and "furnished materials according to the Bill of Charges," there was no doubt that he had been the undertaker of the project, implying that he and his men had been responsible for the entirety of the carpentry.⁵¹ By billing Stirling for all of the work done and claiming that he had supplied both the labor and the materials, he was simply claiming that he had fulfilled his duties as undertaker. In making this assertion, Miller forced Stirling to attempt the difficult task of demonstrating to the court exactly which materials he had supplied and whose labor he had compensated.

If Stirling had not been such a meticulous bookkeeper, he would have had considerable difficulty proving his case to the court. The physical evidence of the house itself offered very little to corroborate Stirling's case, because it had been

⁵¹ *Ibid.*

completed in exactly the manner that he had prescribed and the raw materials had already been covered with paint and plaster obscuring any signs that may have differentiated materials supplied by Miller from those that Stirling supplied. By the time Miller filed his petition in November 1836, all but one of the house carpenters that Stirling had paid directly had moved outside the parish looking for work, eliminating a large body of witnesses who could have testified for Stirling. Almost immediately after filing his response to Miller's petition, Stirling filed a Request for Interrogatory, asking the court to take carpenter Levi B. Decker's testimony promptly, saying

...Levi R. Decker now within this Parish is a material witness for this affiant on the trial of the above cause, and that he does not think he can safely proceed to the trial if said cause without the benefit of the testimony of said witness, that said witness now resides within this parish, but he is a journeyman carpenter and has no permanent residence within the parish, and in all probability will depart from the state before the next term of this Honourable Court...⁵²

When the court took testimony in May 1837, Levi Decker was present and his interrogatory was not necessary, however, he and David Purdy were the only carpenters who had worked at Wakefield to testify to the court in this matter. Miller clearly understood the transient nature of the workforce and the longer it took for the court to take testimony, the fewer carpenters remained and the better his odds of winning the case.

One month after Joseph R. Miller filed suit against Lewis Stirling, the owner's two attorneys, John Little Lobdell and John Lyon Stirling, submitted Stirling's

⁵² Defendant's Request for Interrogatory, Miller v. Stirling, December 23, 1836.

response to the court.⁵³ While Miller's petition contained only a single sheet of paper, Stirling's consisted of ten pages detailing every financial outlay that he had made on the project as well as an extended description of the negotiations between the two men. Stirling also presented the court with the Bills of Scantling provided by Miller as they were negotiating to build as well as 37 individual receipts signed by workers as he paid them and for the materials that he purchased. Standing to lose a tremendous amount of money, Stirling needed to provide concrete evidence of his financial expenditures to the court, and in doing so, he suggested that the agreement between the two men was not nearly as simple as the one that Miller had presented.⁵⁴

Responding to the court, Stirling denied that the undertaker had agreed to build a dwelling house "at a just and fair valuation" as Miller had stated, but that he "did contract covenant and agree" with Stirling to build the house for \$6,300. Stirling argued that they had not agreed to build on the casual terms suggested by Miller's petition, but that a specific contract existed between the two men for the construction of a house at a fixed price. In order to corroborate his position, Stirling submitted a complicated group of "Contractual Documents" to the court. Of these documents, not one could be considered a legally binding contract on its own, because none completely defined the scope of work and the business relationship between the two men. Stirling argued, however, that taken as a whole, the Contractual Documents that he submitted constituted a contract and should be considered as such.

⁵³ John Little Lobdell was married to Ann Mathilda Stirling, Lewis Stirling's daughter and James Lyon Stirling was Lewis Stirling's son.

⁵⁴ Defendant's Response, *Miller v. Stirling*.

As Lewis Stirling framed the case in his petition, the central issue for the court to consider was whether a contract existed between the two men defining the responsibilities of each party in the construction of the house. If there were a contract, the court needed to determine how that agreement had been altered and whether it remained valid. Answering those questions required that the court examine Stirling's documentation and testimony explicating the meaning of those documents. Through a detailed analysis of the negotiations between the two men, the court revealed the complicated process of designing and negotiating and building a non-vernacular structure.

As Stirling initially intended to build the house of brick, he worked with an unnamed craftsman to fire the necessary materials at the building site, while Miller translated Stirling's concept into a "Bill of Materials and Carpenter work for Mr. L. Stirling's house." Commonly referred to as a 'Bill of Scantling,' this detailed document provided a list of the various sorts of timber needed for the project, the number of each required, width and depth, and length in superficial feet. Miller's list also included the calculation that "58 thousand shingles" would be needed for the house as well as the prices of glass and hardware.⁵⁵

In an attached note dated 12 July 1833, Miller provided more specific details of what he intended to supply, saying,

Sir in the inclosed bill I have calculated for turned columns in front and octagon posts in rear 16 each. I have estimated for cherry stair railing balusters turned and good cherry newell posts turned and finish. The first story with pilasters and 1 ¾ [inch] doors of 6 pannels each. 2nd story with double faced architraves 1 ½ [inch] door of 6 pannels also to

⁵⁵ Bill of Materials and Carpenter work for Mr. L. Stirling's House, Miller v. Stirling

hang all the sash and trim your windows to the floor with backs and good suitable base. Put good railings and balusters to all your galleries. 6 flights of steps one for front one in rear 14 ft long one at each end of both galleries 11 ft long and cal all the galleries and the 6 feet projection.⁵⁶

Once Stirling had approved the Bills of Scantling, Miller translated that list of raw materials into written specifications of the materials that he would furnish and the work to be done. The purpose of this comprehensive document was to provide a specific accounting of the quality of workmanship that Miller would provide at Wakefield rather than details of stylistic treatment. For instance, the document states that “the first and second tiers of joists [are] to be in size 3 by 12 inches and will be placed 24 inches from centre to centre.” This information provided both men with a specific set of expectations, which could easily be referenced to determine compliance as the building proceeded.

Miller’s specifications also described the level of finish expected on each of the two stories of the house, wherein the first floor would be the most ornately finished because it would serve the most public function, while the second floor would receive less ornament, because it would have been a private space reserved for the family. As an example, on the first story the doors and windows were to be “trimmed with pilasters of a handsome pattern—chimney pieces to be trimmed with columns in imitation of marble.” The doors themselves were to each contain eight panels and to be 1 ¾ inches thick. On the second story, the doors would only have six panels and be 1 ½ inches thick “trimmed with double face architraves and molding (image).”⁵⁷ The

⁵⁶ *Ibid.*

⁵⁷ Plaintiff’s Document E, Miller v. Stirling.

simpler architraves on the second story required just three pieces of wood, milled and mitered in the upper corners, however, the elaborate pilaster architraves on the first floor required an additional two elements and were more labor intensive to produce (image). The surviving evidence at Wakefield indicates that there must have been some change in design, because while the style of architraves was adhered to, the doors on both stories were made with eight panels.

Miller did provide a few additional stylistic details expected in the house. He desired that the front door be “turned with columns with fancy fair and side lights.” According to Miller’s bill, he provided “2 front doors trimmed with columns heads side lights & c.” for which he billed \$250. One of these survives at Wakefield today, while the other was presumably used on the veranda of the story directly above. Derived from a plate in Asher Benajmin, this is one of the most academically correct features of the house and would have been an impressive early introduction of the Greek Revival style to the region. Miller also agreed to provide “one pair of sliding doors in the first story which are to be finished in good stile—they will run on good brass shieves...”⁵⁸ As executed, these doors divided the double parlors, one of the most fashionable aspects of the house.

Miller’s list specified that “the materials are to be of good and suitable quality and the work done in good sufficient and workmanlike manner” which was standard terminology indicating that the client wished to have good quality work and materials utilized to build his house. Miller signed this document, quoted the price for

⁵⁸ Plaintiff’s Document E, Miller v. Stirling.

all of the work at \$4,350 and dispatched his estimate and specifications for work to Lewis Stirling.⁵⁹

After negotiating this contract with Miller in 1833, Stirling attempted to burn the bricks necessary to build Wakefield and the brick kiln failed, causing Stirling to reconsider his decision to build a brick house. At some point after the brick burning failed, Stirling returned to Miller and asked him to undertake the building of a frame dwelling of the same size and dimensions. Building a frame house of that size required a much larger amount of timber and carpentry than a brick house, and Miller needed to reconsider his approach to the project. By that point Miller had already agreed to undertake the carpentry of China Grove, another new brick house in the parish, and the additional materials necessary for the Stirling project may have stretched Miller and his workforce too thin. Nonetheless, Miller submitted a revised bill of scantling to Stirling indicating that he would furnish these additional materials from his sawmill.

The second bill of scantling reflected a major shift in the relationship between Stirling and Miller. Whereas, the previous agreements had divided project responsibilities between the two men, the new bill transferred Stirling's responsibilities to Miller, making him the sole undertaker of the project. Miller's new bill of scantling did not provide nearly as much information as the previous documents

⁵⁹ Joseph Miller stated in the document that the only carpentry not quoted was for the chimney pieces "these being eight in number one worth \$120 but I am willing to put them in at this time for \$100. If Stirling had chosen to have Miller make the chimney pieces and have them painted "in imitation of marble," they would have added an additional \$800 to the final cost, however, Stirling chose to install expensive black marble mantle pieces imported from New Orleans instead.

and must indicate that the two men had developed a certain level of trust making a full revision of the initial agreement unnecessary. In this document, the undertaker simply listed the additional carpentry necessary and a price, combining labor and materials into a single sum. Miller charged an additional \$1,611 for the extra carpentry work, including an additional \$300 for boarding his hands. Miller also added \$350 each for painting the house and teaming or transporting the materials, responsibilities initially undertaken by Stirling. He added this amount to the \$4,238.11 that he had quoted to do the carpentry for a brick house for a total of \$6,449.11. In order to offer his client a more appealing deal, the undertaker discounted the price to an even \$6,300.⁶⁰

Miller did not sign the additional bill of scantling as he had the previous written agreement, however, Stirling considered the document, as casual as it was, a binding legal document. Stirling clarified these additions in his own hand at the bottom of the bill of scantling, writing

for the above sum Mr. Joseph R. Miller agrees to build me a House 62 feet long and 44 feet wide from out to out to furnish all the materials and find his own hands except the Mason work which consists of under pinning, chimneys and lathing & plastering and hauling the shingles from the river. I have agreed with Mr. McDonald to do the Plastering for \$410 for himself and hands to furnish materials⁶¹

The additional bill of scantling required Stirling's additional notations to fully explain the remainder of the document, because without them Miller's bill is simply words and numbers jotted on a scrap of paper. The initial agreement had clearly been

⁶⁰ Plaintiff's Document B, Miller v. Stirling.

⁶¹ *Ibid.*

a formal agreement between the two men, however, the vagueness of the revised documents called them into question.

Before the trial took place, Joseph R. Miller filed a plaintiff's brief with the court in an attempt to address the issues raised in Stirling's response. As Stirling had clearly maintained all of the building documentation and was able to produce it for the court's examination, he presented a strong argument that Miller had agreed to build Wakefield for \$6,300. He additionally sought \$661.08 ¼ from Miller to pay Drury L. Mitchel for framing Wakefield and whatever court costs had been incurred. In his brief, Miller responded to the court's question about the presence of a contract, saying

I argue there was not [a contract] because the document relied on as evidence of a contract wants all the features and formalities to make it such in law—it wants date—it wants distinctiveness as to the time of payment by Stirling—it wants mutuality of obligation and finally acceptance for want of the signature of Stirling——⁶²

Miller's brief further cited specific references to the Code of the State of Louisiana and case law concerning the elements necessary to prove that both sides had agreed to a contract.

By demanding adherence to Louisiana contract law, Miller explicitly attempted to undermine the validity of traditional modes of building practice in West Feliciana Parish, where building was typically defined in strictly local terms. In localized vernacular communities, carpenters worked in a fairly narrow geographic area where their business success depended upon their reputation in the community. In these vernacular communities, design innovation trickled in from the urban center aided by workmen who occasionally traveled to these areas to find work when there was none

⁶² Plaintiff's Brief, Miller v. Stirling.

available at home. Rural builders defined their practices based upon the quality of the product that they produced, and patrons could judge for themselves what they liked or disliked about a particular undertaker's work. The patron could then decide the design elements that they would like for their own houses and ask the builder to incorporate those elements by referencing another house in the community. If a builder were unable to provide sufficient innovations and quality of work, he would not be able to continue to work in the community and be forced to move on. In these thoroughly localized communities, contracts were largely unnecessary because of the stakes involved for both parties based upon their own social standing in the local community.⁶³ The lawsuit between Miller and Stirling proved that the practices of a vernacular building community were no longer sufficient for the construction of the newly introduced large plantation houses and that the process of building would have to change.

In his brief to the court, Joseph Miller attempted to undermine the documents that Stirling had submitted by completely ignoring the second bill of scantling because it contained none of the language of the "Specification of Materials and Work," nor did it contain the signature of either party. Thus, Miller revised his argument by accepting the Specification of Materials and Work that he had signed and claimed that the agreement was nullified because "the house built is very different from that proposed to be built both in the exterior and interior form of the building."⁶⁴ As has previously been discussed, this document was created before the two men agreed to

⁶³ Garrison, p. 1-13.

⁶⁴ Plaintiff's Brief, Miller v. Stirling.

build a frame structure and included only the carpentry work for a brick building. Miller's brief further argued that "If [he were] bound by a contract at all it might be for such a building as therein mentioned—but it is no contract & if Miller had so understood it, he would so have called it."⁶⁵ Miller continued to deny that a contract existed in any form because the two men had not completely described their relationship in a formal document, however, if the court were to find that there was a contract between the two men, Miller argued that it was the Specifications of Materials and Work alone, and not the additional documents supplied by Stirling.

In the absence of a contract, Miller demanded "then we must be paid for our work, labour, materials, in short for the house built as it is," which he claimed meant that he should be paid according to the Bill of Charges that he had initially submitted to Stirling at the conclusion of the building. As Miller denied the presence of a contract to build the house for \$6,300, the court took testimony from the various craftsmen and individuals involved in the project as to whether they understood that a contract existed between the two men. Before the court met, Jacob Fulk, the painter who arrived as the carpenters left, described in his deposition Miller's sentiments as the building project neared completion:

I heard J. R. Miller say repeatedly that he wants to make Mr. Stirling sweat, as there was no contract, that if there had been one, it was broken.⁶⁶

Of those who testified to the court, Drury Mitchel was the first of the workmen to arrive at the site as he framed the house for the plaintiff. At the time of the Stirling

⁶⁵ *Ibid.*

⁶⁶ Jacob Fulk Interrogatory, *Miller v. Stirling*.

lawsuit, Mitchel had his own case pending against Miller because he had not been paid for his work. Mitchel recalled that at the time he began work at Wakefield, Miller presented him with instructions based upon the requirements in the contract that the house be of a certain height above the level of the ground. Mitchel also recalled for the court that Miller had told him that the agreement with Stirling specified that the house be constructed for \$6,000 and that the alterations from brick to wood would result in additional charges totaling \$600 or \$700. This early recollection helped to substantiate Stirling's claims that there had actually been a contract and that Miller had understood it as such. Several additional craftsmen testified that Miller had told them that there was a contract, further substantiating Stirling's version of events.

In his brief to the court, Miller attempted to make an argument for every conceivable outcome of the trial. His final position continued to deny the presence of a contract, but demonstrated to the court Stirling's errors if they were to find that the documents he submitted were actually a contract. He claimed that if these documents did constitute a contract that he was entitled

to claim for all excessive costs made about the house which could not be less than and also to reject all vouchers of Mr. Stirling where he has acted without any authority from us—We don't admit his agency or authority in binding us by making bargains with other workmen—nor in buying lumber at his own prices—nor in paying workmen⁶⁷

This additional claim accused Stirling of supplying materials and labor when he had made an agreement with Miller to complete those tasks. The undertaker interpreted his position as that of a contractor to whom Stirling had legally delegated his authority for constructing the house. In that situation, Miller claimed that he had never

⁶⁷ Plaintiff's Brief, Miller v. Stirling.

authorized Stirling to do any of the work, and therefore, he should be compensated for the work that he had agreed to do. Stirling's case, corroborated by the evidence he presented and testimony demonstrated that Miller was not capable of completing the project on his own and required Stirling's intervention.

At the conclusion of the trial, the case was turned over to the jury to sort through the evidence to conclude whether a contract had in fact existed between the two men, and what their obligations were to each other. Though the jury did not issue a formal opinion as a judge would have, they found in favor of Lewis Stirling, denying Joseph Miller's claim for additional funds. Because Stirling was provided conclusive evidence of the payments he had made to for both labor and materials, the court found in his favor.

Chapter 4

CONTRACTING TO BUILD

At the conclusion of the trial, the judge turned the case over to the jury to decide whether Lewis Stirling should be forced to pay Joseph R. Miller the additional sum demanded or to compensate Stirling for the money he claimed. Provided with an overwhelming body of evidence, the court sided with Lewis Stirling and executed a judgment in his favor asking the sheriff to seek payment from Miller. Lewis Stirling was quite lucky, because he had kept a meticulous record of all of his transactions and he provided this to the court with ease. Stirling's brother-in-law, Andrew Skillman, the builder of China Grove, was also being sued by Miller. Skillman's lawsuit was quite similar to Stirling's wherein Miller requested a large sum of money from Skillman during the construction of the house due to the added expenses needed to make several changes in the construction of the house. When Skillman did not pay, Miller simply stopped working at the site and filed suit seeking payment for the work he had done. In this instance, the court sided in favor of Joseph Miller, however, they awarded him less than \$1,000 in damages. In his decision, the judge admonished Skillman for presenting so little documentation, while repeatedly claiming that he had advanced significant sums of money to Miller. It seems likely, that given the circumstances surrounding the Stirling case, the judge believed that Skillman had advanced monies to Miller, but that he simply had kept poor records.⁶⁸

⁶⁸ Miller v. Skillman, 1837.

In 1837, Joseph R. Miller abandoned further attempts in house construction and took a position working for the West Feliciana Railroad building the train line that would eventually stretch from St. Francisville, Louisiana to Woodville, Mississippi. With the flood of money coming into the Mississippi River Valley at the time, Miller did not need to go far to find work. The engineers and directors of the railroad were from outside the state and therefore, would not necessarily have understood the troubles that had recently taken place. Building houses in West Feliciana was a complicated process, which had radically changed in a short period of time.

A. J. Downing recognized the great difficulty of building in rural areas and published *Hints to persons about building in the country* in 1845. In this work, the author examined the options available to the patron seeking to build in a rural area, recognizing that changing economics and the advent of mass production were quickly changing the way housing was built. Downing called this new model for building “a contract mode of building” and attempted to answer the many difficulties illustrated so well in the Stirling cases. Downing’s book described the inherent difficulties of building in rural areas as well as methods of preventing them from occurring by implementing a professionalized system of building. His “hints” reveal a thorough understanding developed over many years of practice as one of the foremost professional architects in the United States, and often precisely describe the pitfalls experienced by Lewis Stirling when building Wakefield.⁶⁹

⁶⁹ Catherine W. Bishir utilized Downing’s work in “A Spirit of Improvement: Changes in Building Practice” in Bishir et al. The quotes in this section are derived from Downing, Andrew Jackson, *Architecture of Country Houses*. 1850. Reprint (New York: Dover Publications, 1969, p. 176-196.

While Lewis Stirling did not have the benefit of this helpful book of hints, Downing's work provides a useful point of comparison to understanding the complexities of *Miller v. Stirling*. The professionalization that Downing hoped to impart through this book attempted to create a uniform means of building for the country in order to prevent the uneven and unreliable nature of localized, vernacular modes of building. While his ideas were by no means new, they had actually become standardized in European cities and major metropolitan areas in the United States, and they did capture the changing nature of building. What follows is a comparison of Downing's methods to the building process at Wakefield.

As has been demonstrated in the previous chapters, Lewis Stirling worked through a collaborative process to design the building without commissioning an architect to make detailed drawings of the proposed building. According to Downing, this was a common mistake of the rural builder, because he did not incur the added expense of "from 7 to 10 per cent" of the total cost of the house at the beginning of the project. There were several important considerations to make when considering hiring an architect, the first being his ability to "give you a good specimen of architectural style, and a comfortable, convenient, and well finished house." During the building of Wakefield, Lewis Stirling repeatedly made changes to enhance the style of the house by replacing turned wood columns with masonry columns of the colossal order, adding glazed "mahogany closets" to the dining room, and a variety of other details. Each time he made an addition or change, this served to "swell the bill of extras" and forcing the carpenters to undo work they had already done. With the assistance of a good architect, Stirling could have insured that his home had the latest stylistic detail, without adding expenses as he made changes.

An architect often acted as a buffer between the client and the contractor who would undertake the construction of the house. Detailed architectural drawings provided precise measurements of materials needed and an architect could then provide an estimate of the costs of construction. Downing advised that the architect's "drawings and specifications will still remain, to justify, under any future chance of impeachment, their sufficiency as a means towards a satisfactory end." In other words, the undertaker's work could be judged in comparison to the finished drawings, establishing a clear means of determining fault if a deficiency should be found in the final construction. If that case were to be brought to trial, the court could easily determine whether the architect or the contractor was at fault removing that burden from the auspices of the homeowner. When Stirling and Miller went to court, there were no finished drawings to use as a base for assessing changes to the structure as reasons for additional costs, rather the court only had oral testimony and confusing documentation.

In addition to the drawings, the architect would also provide a detailed contract clearly establishing the responsibilities of the architect, homeowner and contractor in the construction of the house. The drawings executed by the architect were made a part of the contract and allowed the documentation to be examined by a court to determine the compliance of each party. As has been proven by the thorough discussion of the Stirling lawsuit, building without a clear contract made sorting out the details of a project a very difficult proposition. Insuring that the patron could make changes in the building after the initial drawings, the architect often included a clause stating that the client "will have the right of making any alterations or additions without vitiating the contract, and that the difference in the cost, so occasioned, should

be estimated by his architect.” Thus, each change the patron decided to make could be clearly incorporated into the contract and the cost established in the event of complications.

While Joseph R. Miller undertook the construction of Wakefield, he was completely unable to manage the men in his employ, paying them by the month and constantly racking up costs when they were not working at all. A. J. Downing suggested that each patron hire a “Clerk of the Works, exclusively occupied on one job” to insure that the architect’s plans were completely adhered to by constantly assessing the quality of work and the efficiency of the labor. At one time, an architect could be undertake multiple projects and therefore could not easily supervise every aspect of building. The Clerk of the Works could constantly look out for the interests of both the patron and the architect when neither was there.

Downing also suggested that the client should “endeavor to make a fair contract, with a safe and responsible master-workman, whose integrity and abilities are known.” The patron should do this rather than “accept the offer of a builder whose capacity is not well established, and whose offer is so much bellow the others.” At Wakefield, Stirling accepted the bargain rather than established workman, however, at that instance, there were so few workmen established in the region that he would have had a difficult time finding a master-builder of this caliber. Once a master-workman was hired, the author believed that they should not be paid by the day, but rather by the job. By paying by the job, the master-workman could avoid Miller’s most significant obstacle, paying his men when they were not working. Miller had considerable difficulty providing both the materials needed and the workmen needed

to utilize them. If Miller had paid by the job, there would have been no need to pay the men when they were not working.

Downing's advice, published in 1850, summarized many of the problems and changing relationships that architects, builders and patrons were working out in the early nineteenth century. Modern building had begun to incorporate new designs, technologies, and legal standards of workmanship that workers layered on top of older traditions of customary face-to-face habits. Lewis Stirling lived in West Feliciana Parish with all that its rural context implied *and* he participated in a capitalist cotton economy grounded on the use of enslaved labor. His new house merged his aspirations, his wealth, and the labor he could command with it. The legal cases analyzed in this study exposed how people in rural Louisiana exploited or mediated the tensions of this changing new world. Wakefield Plantation materialized the challenges of erecting new designs on old social foundations and anticipated the contractual relationships that would drive a modern world.

REFERENCES

Primary Sources

Lewis Stirling and Family Papers, Louisiana and Lower Mississippi Valley Collections, Louisiana State University

Miller v. Stirling, Case 1617, Third Judicial Court of the State of Louisiana, St. Francisville, Louisiana, 1840.

Mitchel v. Miller, Case 1497, Third Judicial Court of the State of Louisiana, St. Francisville, Louisiana, 1836.

Secondary Sources

Bealer, Alex W. *The Tools That Built America*. Dover Publications, 2004.

Bishir, Catherine W, J. Marshall Bullock, and William Bushong. *Architects and builders in North Carolina: a history of the practice of building*. Chapel Hill: University of North Carolina Press, 1990.

Bishir, Catherine W. *Southern built: American architecture, regional practice*. Charlottesville: University of Virginia Press, 2006.

Cooper, Wendy A, Baltimore Museum of Art, N.C.) Mint Museum (Charlotte, and Houston Museum of Fine Arts. *Classical Taste in America 1800-1840*. Baltimore, Md.; New York: Baltimore Museum of Art; Abbeville Press, 1993.

Dart, Elisabeth Kilbourne. "Working on the Railroad: The West Feliciana, 1828-1842." *Louisiana History* 25, no. 1 (1984): 29-56.

Edwards, Jay Dearborn, and Nicolas Kariouk Pecquet du Bellay de Verton. "A Creole lexicon architecture, landscape, people," 2004.

Downing, Andrew Jackson, *Architecture of Country Houses*. 1850. Reprint. New York: Dover Publications, 1969.

Edwards, Jay D. "The Origins of Creole Architecture." *Winterthur Portfolio* 29, no. 2/3 (July 1, 1994): 155-189.

- Garrison, J. Ritchie. *Two carpenters□: architecture and building in early New England, 1799-1859*. Knoxville: University of Tennessee Press, 2006.
- Haygood, Paul M. "The Short Life of the Republic of West Florida." *Louisiana Cultural Vistas*, Spring 2011.
- Herman, Bernard L. *Town House: Architecture and Material Life in the Early American City, 1780-1830*. The University of North Carolina Press, 2005.
- Holden, Jack D, H. Parrott Bacot, Cybèle T Gontar, Brian J Costello, and Francis J Puig. *Furnishing Louisiana: Creole and Acadian furniture, 1735-1835*. New Orleans, LA: Historic New Orleans Collection, 2010.
- Kenny, Peter M, Duncan Phyfe, Michael K Brown, Frances F Bretter, Matthew A Thurlow, N.Y.) Metropolitan Museum of Art (New York, and Houston Museum of Fine Arts. *Duncan Phyfe: master cabinetmaker in New York*. New York; New Haven [Conn.]: Metropolitan Museum of Art□; Distributed by Yale University Press, 2011.
- Lounsbury, Carl R., ed. *An Illustrated Glossary of Early Southern Architecture and Landscape*. University of Virginia Press, 1999.
- McInnis, Maurie Dee. *The politics of taste in antebellum Charleston*. Chapel Hill: University of North Carolina Press, 2005.
- Priddy, Sumpter T. *American fancy: exuberance in the arts, 1790-1840*. Milwaukee; New York: Distributed by D.A.P.-Distributed Art Publishers: Chipstone Foundation;, 2004.
- Thurlow, Matthew A, and Paul M Haygood. "New York Furniture for the Stirlings of Wakefield, St. Francisville, Louisiana." *The Magazine Antiques*, May 2007.
- Weller, Ann Alston Stirling. *Alexander Stirling and Ann Alston in Spanish West Florida*. Privately Printed By Author, 1999.
- Sellens, Alvin. *Woodworking Planes: A Descriptive Register of Wooden Planes*. First Edition. Privately Printed By Author, 1978.

Appendix A

PERMISSION LETTERS

**Permission for use of image view of Wakefield Plantation by Thomas Gordon Smith.
Owner's name redacted for purposes of anonymity.**

Adam Erby <adamerby@gmail.com>

Fri, Apr 12, 2013 at 1:30 PM

To: [REDACTED]

Dear [REDACTED]:

I am a former Winterthur Fellow finishing my thesis on Wakefield Plantation in St. Francisville, Louisiana. I did a full study of the lawsuit and discussed the change in architectural practice brought about by the cotton boom. I was hoping that you might give me permission to use your wonderful drawing of the house as an illustration in my thesis. The thesis will be available online in low resolution published through UMI. I would be happy to send you a bound copy for your files as well. Many thanks for your kind consideration and I look forward to hearing back from you.

My best,
Adam

[REDACTED]

Sun, Apr 14, 2013 at 6:08 PM

To: Adam Erby <adamerby@gmail.com>

Dear Adam,
I would happy to give permission. Do you have a scan of the drawing or do you need the data?
I would appreciate having a copy of your thesis.

Sincerely,

[REDACTED]

[Quoted text hidden]

--

[REDACTED]

[REDACTED]

Adam Erby <adamerby@gmail.com>

Mon, Apr 15, 2013 at 3:09 PM

To: [REDACTED]

Dear [REDACTED]:

Paul Haygood provided me with a good quality scan of the drawing, so I have that. I just wanted to get your permission before using it in my thesis. What is your mailing address, so that I might send along a copy?

My best,
Adam

[REDACTED]
To: Adam Erby <adamerby@gmail.com>

Mon, Apr 15, 2013 at 3:21 PM

Dear Adam,
Thank you for your kind note and I appreciate that Paul had a copy of it ready! You have my permission to use it and yes, I would very much like to have copy of the thesis.

My address is: [REDACTED]

Best wishes,
[REDACTED]