

herewith submitted; and while deeply sympathising with the memorialists in the heavy loss they have sustained, the committee have been unable to arrive at the conclusion that the case presents any just grounds for a claim on the State, the allegation that the Directors refused to permit the presence of a private watchman on Sundays, not sustained by the evidence, and although it was proved that the shops were fired on Sunday by some of the convicts, yet it did not appear to have arisen from any lack of ordinary discipline on the part of the officers, it being utterly impossible with few officers and many prisoners, strictly to carry out the prison rules which requires a prisoner to be always under the eye of an officer, neither have the committee been able to arrive at the conclusion that a loss by fire, even if proved to have been caused by negligence on the part of the officers, would afford just cause for a claim on the State.

The second portion of the investigation was the memorial of Charles Murdoch, asking a modification of his contracts with the directors and the arbitration of a disputed account between them.

It appears that Mr. Murdoch for some ten years past, has rented work shops and employed the convict labor of the institution, principally in the manufacture of cedar ware, and at the time of his memorial, had in his employment one hundred convicts whose time would expire July 1, 1861, and fifty, whose time, under his contract would expire January 1, 1865. Mr. Murdoch deemed himself justified in asking relief from his contracts on the ground that the existing war and blockade of the Southern States had seriously embarrassed him in the prosecution of his business, the raw material that he uses being derived entirely from the South, and his manufactured goods finding an exclusive market there, thus completely shutting him out on both sides, and rendering it impossible to carry on his business until peace should be restored.

Before the committee proceeded to take evidence in this case, an arrangement and settlement was happily made between the Directors and Mr. Murdoch, by which the latter pays in full to the Directors the amount in dispute, and retains the labor of 50 men at 50 cents per day until January 1, 1865. This, with the rent of the shops, will give the institution a revenue from that source of about \$8,300.

The 100 men whose time with Mr. Murdoch expired on the 1st of July, the Directors propose to employ in the weaving department.