

ufacturing of barrels, with the privilege of increasing the number of convicts, the particulars of which agreement will appear by the written agreement entered into, a copy of which is hereto annexed, and the original of which will be produced whenever called for.

Your memorialists further state that, after making the said agreement, the said John H. Duvall became connected in the business of manufacturing barrels with the said William Howard, who furnished capital to carry on the same—that your memorialists invested at the said Penitentiary, in machinery, buildings and fixtures necessary for their business, more than eight thousand dollars in addition to the value of patent rights and materials for manufacturing—that they continued to perform the agreement entered into by John H. Duvall until the 23d December, 1860, and paid from the time of making the said agreement and the said 23d December, 1860, for the labor of the prisoners employed by them the sum of \$7,031.07—that on Sunday, the 23d December, 1860, their shops were fired by incendiary convicts and their contents nearly destroyed, and that the loss sustained by your memorialists amounts to \$23,150.

Your memorialists further state, that after making the said agreement by the said John H. Duvall, your memorialists, believing it to be proper to do so, employed a watchman to guard their property at the Penitentiary during the night, and on Sundays during the day time, that while this watchman remained in charge and on duty no damage was done, but that prior to the fire, which occurred, as aforesaid, notice was given to your memorialists through the Deputy Warden, Isaac G. Roberts, by the monthly Committee of the Penitentiary, that their watchman would not be permitted to be at their shop in the Penitentiary on Sundays, and your memorialists were thereby required to withdraw their watchman on Sundays, which they accordingly did, being compelled to obey such order—that their property was fired and burned on Sunday, 23d December, 1860, by a portion of the convicts at the said Penitentiary, which would have doubtless been prevented if their watchman had been at his post and on duty as he had been prior to the time of giving the aforesaid order, not to be on duty on Sundays.

Your memorialists further represent, that after they had been prevented by the order of the Monthly Committee of the Penitentiary from having their private watchman on the premises on Sundays, they had a right to expect, and did expect and believe that the vigilance and activity of the officers of the Penitentiary in guarding and taking