

an extra safeguard. Not that he had reason to distrust any one, but by this arrangement he could see at a glance how the time was being made, and thus keep their attention to the necessity of keeping the work up to make their per diem.

Mr. Marshall stated, that fifty or sixty days was put in afterwards for odd jobs—altering doors, shelving, putting locks on &c., &c.,—general work in winding up a building. I rendered an account for this work, but the House and Senate did not seem disposed to pay the claim. The work was done between January 9th and February 1st. I closed up my first account on January 9th.

Mr. Frederick asked Mr. Marshall for an expression of opinion as to the general character of the repairs upon the State House, when

MR. MARSHALL SAID:

Everything is first-class. The prices are reasonable, especially the joists, which were furnished at a lower price than I ever knew of before.

TESTIMONY OF THE BOARD OF PUBLIC WORKS.

The Committee met, February 20th, 1878, at Annapolis. Present, Messrs. Brown, Hamilton, Snowden, Cox, Hardcastle and Spencer.

Governor Carroll, Col. Levin Woolford and Barnes Compton, Esq., the Board of Public Works, were sworn. Prior to the Governor commencing his testimony, by direction of Chairman Brown, the clerk, Mr. Robert H. Ford, read the testimony of Architect Frederick in the investigation into the State House repairs. The Governor then proceeded:

Testimony of Governor Carroll.

Mr. Frederick's statement is as near correct as I could state myself. We wrote to Mr. Frederick to come down, and he proceeded with the work as he stated. In his estimates, I remember there was one for one thousand dollars for a room with balcony in front with the details. We discarded this plan and concluded to use this room as the private room of the Governor—removing the Adjutant General to the Armory.

In response to a question by a member of the Committee, Were you not forced to proceed with the work as contemplated in the estimates of the acts of 1876?

GOVERNOR CARROLL, SAID:

The original estimates of Frederick did not exceed the appropriation. To the best of my recollection, we entered upon the work in accordance with the appropriation of the Legislature, based upon the estimates of Mr. Frederick.

Mr. Hamilton here raised an objection, as to examining the Governor as the representative of the Board of Public Works. He said, It is a delicate position in which I am placed, but I think it is proper that we examine the Governor solely on his individual responsibility.

Mr. Hamilton, at the suggestion of Chairman Brown, put his objection in the form of a motion.

The motion being put, the Committee unanimously rejected it—Mr. Hamilton alone voting in the affirmative.

Mr. Hamilton, having been made acquainted with the fact that all the members of the Board of Public Works had been sworn, the Governor merely acting as their spokesman, he withdrew his objection.

Mr. COMPTON SAID:

There was no difference between the original estimate and the appropriation.

THE GOVERNOR THEN CONTINUED:

I don't remember the precise terms of the agreement with Mr. Frederick. It was about what he said—five per cent., but it was certainly the regular rate allowed to architects—precisely the same terms I would make for the super-

intendance of my private dwelling. The agreement was made by unanimous action of the Board:

Mr. COMPTON

My recollection is that we contracted, in the opinion that the estimate of Mr. Frederick was correct. We couldn't tell how far the appropriation would go until the building had been stripped.

Mr. WOOLFORD:

It was an entirely verbal agreement with Mr. Frederick. He had made an examination at the request of a committee of the Legislature, and we looked upon it that the Legislature thus had in a measure entered into an agreement with him.

BY Mr. HAMILTON TO THE GOVERNOR:

Did you think yourself justified in giving a commission on the amount of the appropriation, thirty-two thousand dollars?

THE GOVERNOR:

We were not limited as regards the commission by the act of appropriation.

BY Mr. HAMILTON:

Was it not your understanding that Mr. Frederick was to receive five per cent. only on the thirty-two thousand dollars?

THE GOVERNOR:

I never contemplated that the cost would exceed the thirty-two thousand dollars appropriated.

BY Mr. HARDCASTLE:

Had the Board a copy of the plans and estimates brought down by Mr. Frederick?

THE GOVERNOR:

I don't recollect. We examined them very critically. I think, though, Mr. Frederick has them.

In answer to general questions, as to the condition of the State House while the improvements were being made, the Governor stated that Frederick's testimony was absolutely correct, and, continuing, said: "While the underpinning was being done the Board began to realize that a great deal

of money would be necessary to complete the repairs. You will find at the end of my message the number of feet pinned up in the cellar, and other details of the work."

BY MR. COX:

I see that twelve thousand dollars is appropriated by the Acts for heating apparatus, does that call for and include the excavation of the cellar?

THE GOVERNOR:

You see, we had no idea at first of the cost of the excavation, but the appropriation of twelve thousand dollars was of course for the proper introduction of the heating apparatus.

Continuing his testimony, the Governor said:

As the work progressed we became convinced that the building was in a very much worse condition than any one anticipated. To Mr. Frederick was intrusted a general supervision over the whole work. We didn't limit him, but left him to do what he thought was necessary for the securing of the building. The iron beams and flooring, were originally estimated for. We awarded the proposals for material to the lowest bidder. We were anxious to give them as far as possible, to Annapolis people. The lumber men here were too high by one thousand dollars, and we concluded to award the contract for lumber to Swain & Banks, of Baltimore.

MR. WOOLFORD:

We would not have gone into the work if we had not been convinced that the appropriation was enough.

MR. COMPTON:

And when we had commenced it, we had the alternative presented of either going on and take the responsibility of exceeding the appropriation, or hire quarters for the Legislature to meet.

Mr. Hamilton here moved to defer further examination of the Board of Public Works until the Architect's estimates were had, as they were in point of fact the basis of the examination.

Messrs. Harrison and Hardeastle objected.

The motion being put, it was lost.

THE GOVERNOR THEN CONTINUED:

The work progressed. Excavation going on, flooring taken up, and the building literally stripped. There we were with nothing but the outside walls standing, and in our judgment we had no alternative but to finish the work of repair. We soon saw that the cost would exceed the appropriation, but we had no alternative than to go on and finish, cost what it might; besides, we were acting under contracts already made. We thought it more economical to strip the building while the excavation of cellar was being made, and we made up our minds to go through with the work and fit it for the usages of the State. I think the Board undertook the work in the belief that the amount would not exceed the appropriation. We were fully justified in this opinion under the estimate of the architect appointed by the Legislature and the State.

BY MR. HAMILTON:

What authority had you to go beyond the appropriation?

THE GOVERNOR:

We went so far as the cost of the work that was being undertaken, and exceeded the appropriation in so far as to complete that work.

Concerning the award of the heating contract, the Governor said: "The Board had to decide upon the responsibility of men to finish the work, and their capacity to do it. We regarded McAvoy's bid as a straw bid, and concluded to give it to men who were responsible and who reasonably approximated what we thought was a proper price."

In response to a question of Mr. Hardeastle, the Governor said: "The Board required the architect to audit all the bills for material and labor. We paid off the mechanics, because others to whom the State is indebted could better wait for their money."

As to Marshall's contract, the Governor said: "Marshall's contract we considered reasonable compensation, and made agreement on that basis."

BY MR. HARDCASTLE:

About the wages paid by the contractors to the men?

THE GOVERNOR:

I think that was none of our business.

MR. WOOLFORD:

I think it was understood the men were to get two dollars and a half.

THE GOVERNOR:

Yes, I believe it was.

In response to a question, the Governor said: "I don't remember the exact time when the discovery was made that the cost would exceed the appropriation.

BY MR. COX:

What amount was spent above the appropriation to make the building habitable?

THE GOVERNOR:

I consider the work only completed when actually finished for the meeting of the Legislature, apart from the frescoing and the furniture. I suppose the excess is covered in the amount due for lumber, plaster, &c. It is difficult to say what was a fit condition of the building for use. We could have finished in a plain, simple and Quaker-like way, but we didn't think that was the proper thing to do. If we did the work slovenly and in a plain manner, we did not think we would be justified in exceeding the appropriation. I don't think, however, we could have done it for any less money. We could have put back the old furniture, but it would have been a disgrace and discredit to the new building. When the building was torn to pieces, we considered it our duty to finish it, and finish it we did, in the best manner for the usages of the State. We put in the best material, and trust to the Legislature to endorse that work as the work of the State. If anything is wrong—money made unduly or unfairly—then there is fair cause for criticism; but, as far as I am informed, no such charge has been brought. The absolute and complete restoration of the State House was a necessity.

BY MR. HARDCASTLE:

Had the Board information from Mr. Frederick as to what would be the amount of the excess over the appropriation?

MR. COMPTON:

It was hardly possible to determine it. We were forced to contract by the day, and could not determine what the excess would be.

THE GOVERNOR:

Such an estimate was not called for.

MR. COMPTON:

We had no definite idea of the magnitude of the work until it was developed as we went along.

Further desultory testimony ensued without eliciting any additional facts, after which the committee adjourned.

The committee met, February 25th, 1878: Present: Messrs. Brown, Higgins, Snowden, Cox and Spencer.

Wm. E. Banks, of the firm of Swain & Banks, was sworn and testified as follows:

Testimony of Wm. E. Banks.

"I furnished the lumber. I was notified that opportunity would be offered for my putting in a bid."

Mr. Frederick then read proposals of Swain & Banks, Tunis & Bro., of Annapolis, and Taylor & Sprigg, of Baltimore, submitted April 10, 1877; also, a note explaining that whatever lumber was shipped at Baltimore was at the rate of one dollar per thousand feet, delivered at Annapolis.

MR. BANKS, CONTINUED:

The lumber furnished was Georgia pine narrow flooring, and is worth thirty-five dollars, thirty-seven dollars and a

half and forty dollars in Baltimore, in the yard, not delivered. There is none better; I consider it as good as any I ever saw. The joists are worth from fifteen dollars to sixteen dollars in Baltimore. They are also first-class. I did not furnish them for fifteen dollars or sixteen dollars, but for twenty-three dollars. I consider it a low bid for Georgia joists, which were all heart. I have never furnished flooring for as little money.

MR. BROWN:

What was scantling furnished for?

MR. BANKS:

Fifteen to sixteen dollars. They are worth according to length fifteen to eighteen dollars.

MR. BROWN:

Did you pay any commission for the contract?

MR. BANKS:

Not one cent. There was no intimation of any such thing, the prices were low enough without any margin.

MR. FREDERICK:

W. W. Tunis & Bro., of Annapolis, offered scantling at thirty dollars, and joists of S. C. or Georgia pine, twenty or twenty-two feet long, best 5/4 pine flooring not over three and a half inches wide, at thirty-seven dollars and fifty cents; good 4/4 white pine cullings at twenty-seven dollars and fifty cents; scantling, eighteen dollars. Messrs. Taylor & Sprigg, prime yellow pine at twenty-five dollars; heart yellow pine at twenty-seven dollars and fifty cents, delivered at Annapolis; 3x4 yellow pine scantlings at eighteen dollars; 5/4 flooring at thirty-five dollars; good cullings at twenty-two dollars, at depot in Baltimore. The State now owes Banks four thousand eight hundred and twenty-nine dollars.

MR. BANKS:

Georgia lumber is considered the best; it was ordered from time to time by Mr. Frederick, or telegraphed for by Mr. Marshall.

MR. BROWN:

Mr. Frederick never intimated any thing to you about discount?

MR. BANKS:

No, sir. Nobody was interested in my bill but Swain & Banks.

MR. HAMILTON:

In letting these contracts is it not an understanding that there is a commission allowed?

MR. BANKS:

Hardly understood. It may be supposed sometimes.

MR. BROWN:

Has there been any complaint about the lumber not coming up to the specifications?

MR. BANKS:

No, sir.

MR. HIGGINS:

Was any rejected?

MR. BANKS:

No, sir.

Thomas Jenkins, of the firm of Henry W. Jenkins & Son, was sworn and testified:

Testimony of Thomas Jenkins.

We were notified by Mr. Frederick, and put in bids for all the furniture and other parts of the State House. Specifications were sent to me. We got the Post-Office case in the lobby, six or eight chairs in the Senate and reception room. Mr. Frederick read proposals. He made estimates for the Speaker's and President's room, for the Committee rooms of the House and Senate Chamber, and for the Governor's room. A tabulated statement of the proposals was received.

MR. HIGGINS:

Were these proposals advertised?

MR. FREDERICK:

No, sir. Five men were invited to bid.

MR. HAMILTON:

Who invited them?

MR. FREDERICK:

Myself, with the concurrence of the Board. They were Jenkins, Renwick, Knipp and Harrington & Mills. In my own

practice I never advertise; my ends are subserved better by not doing it. In the first place, it saves time and limits the number of bidders to good people, who are more responsible.

MR. HIGGINS:

In other words you only obeyed the instructions of the Board?

MR. FREDERICK:

Yes, sir; they left a certain number of things for me to do, and I did them.

MR. HIGGINS:

Have you ever sold similar wardrobes for one hundred and eighty-five dollars?

MR. JENKINS:

Never before. The design of the post-office was new.

MR. FREDERICK:

Knipp bid on the post-office, as well as Jenkins.

Knipp bid Senate post-office.....	\$298 00
House post-office.....	177 00
Total.....	\$475 00
Jenkins bid, Senate.....	\$285 00
House.....	185 00
Total.....	\$470 00

The contract was awarded to Jenkins.

MR. BROWN:

Did you ever agree to pay a discount?

MR. JENKINS:

No, sir; nothing was ever said about it in any manner, shape or form.

MR. FREDERICK EXPLAINED:

Mr. Jenkins' bid for furniture of Senate and reception room was three hundred and seventy-nine dollars, including freight. Mr. Knipp bid three hundred and seventy-seven dollars, not including freight. Mr. Jenkins said the freight would be six dollars, which made a difference of four dollars in Jenkins' favor. In response to

an inquiry, Mr. Jenkins said he had actually lost money on the tables and the two cases for books and bills. Mr. Jenkins' bid was accepted on the 6th of December, 1877, and the articles furnished January 1st, 1878. His bill against the State was eight hundred and fifty-one dollars. He was present when the bids were read out, and everything was all right and satisfactory. Better work could have been turned out, but it would have cost more. Don't see how any one could have furnished them for less. Think the State got fully sixteen dollars worth in each desk. They ought to last fifty or one hundred years. All wood is affected more or less by a change of atmosphere. As an example, canes made of the steeple of the old Second-street Church, Baltimore, in two or three days shrunk perceptibly, and the ferrules fell off.

Mr. Thomas Hayward, of Bartlett, Robbins & Co., was sworn and testified:

Testimony of Thomas Hayward.

We did the heating. Our bill against the State is seven thousand seven hundred and seventy-eight dollars. McEvoy was below us. I think we have complied with all the requirements of the contract.

MR. BROWN:

Could you not have heated the building by a pit in the cellar?

MR. HAYWARD:

No, sir; not by indirect radiation. I was present when bids were opened, and afterwards a number of times superintending my work. I do not expect to pay any commissions. I do not think McEvoy is in the habit of heating large buildings. One attempt at South and German streets failed. No reason was given me for acceptance of my contract, except that the lowest bidder was not considered responsible. I was so informed at the time I signed the contract. I hold myself responsible for the proper heating of the State House. Have not received any part of my bill. The State owes me, also, for some little things, including ventilators for chimneys.

George Brewer, General Freight Agent Annapolis and Elkridge railroad, was sworn and testified:

Testimony of George Brewer.

Made contract for freights with Mr. Frederick below the regular rates.

For Cement, I charged	\$1.15;	regular rate,	\$1.60
" Lumber, "	1.20;	" "	1.60
" Slate, "	1.35;	" "	1.60
" Lime, "	1.40;	" "	1.60

The reduction was to induce dealers to ship by rail instead of boat. I made arrangements with the Baltimore and Ohio, and Baltimore and Potomac Railroads, and gave Mr. Frederick the benefit of the arrangement.

Mr. FREDERICK, INTERRUPTING:

Nothing was shipped over the road except by special contract. The rate was always made beforehand.

Mr. BREWER:

I made arrangements for furniture at special rates, at eight cents per hundred, or two dollars a ton. The withdrawal of special rates is always allowable on railroads. I found the rate would not do, and, notwithstanding the remonstrances of Mr. Frederick, I revoked the special rates on furniture. Mr. Frederick threatened to stop hauling over the road. All railroads will make mistakes sometimes. The rate fixed December 1st, was ten dollars a car-load, and small lots ten cents per hundred. We calculate eighteen thousand pounds of furniture to a car-load, but can't get that much in.

Mr. FREDERICK:

These were assumed weights. I was fighting for actual or positive weights, and insisted upon them.

Mr. BREWER:

We calculated for sixteen dollars or eighteen dollars a car load for furniture.

Mr. FREDERICK:

I made the best arrangement at ten dollars, but insisted on positive weights, and refused to pay in bulk; I have a

bill against the State of about one hundred and twenty dollars and seven cents.

Mr. BROWN:

Did you agree to pay any commissions?

Mr. BREWER:

In some instances I deducted for freight charged.

John A. Renwick was sworn and testified:

Testimony of John A. Renwick.

Was notified by Frederick, and put in four or five bids on furniture in the House and Senate. Our bid was in excess of others as regards desks; our bid was thirty-five and thirty-six dollars. Others' bid was sixteen dollars. I was perfectly satisfied we had no show in the contract, and wanted to leave the place at once. Think the desks are worth sixteen dollars; have not seen any shrinkage. Seasoned wood will shrink; don't know so much about warping.

Mr. Knipp was sworn and testified:

Testimony of Mr. Knipp.

Our bid was very close to that of Jenkins. We made no arrangement about paying commissions. The two carved wardrobes, made by special request of Colonel Holliday, were additional, and furnished since by proposal. I think my bid was put in very low—about cost; it was a dull season. Would not agree to make them for private parties at the same price. My bill is about two thousand five hundred and six dollars and fifty cents, not including ninety dollars for wardrobes. The understanding with Mr. Frederick was that, if any trouble came about them, Colonel Holliday would pay for them. I think the contracts were given out squarely. Frederick exhibited drawings of every article of furniture.

Mr. Frederick alluded to his course as architect, and referred to the past fifteen years, in which he had been well known in his profession. He asked each of the witnesses

present if he had received any commission. He asked the question, he said, merely to assure the committee that these things had been done on an honorable basis.

Messrs. Renwick and Hayward corroborated Mr. Frederick's assertions.

Mr. Elisha Harrington, being sworn, Jr., corroborated the statement of previous witnesses. Their first bid was for furniture for the Senate and House; did not bid for any more. Mr. Frederick accepted our bid October 29; we accepted the contract the next day. It was to be filled by December 15; it was a great deal of work to do in a short time. We consider the desks very good; the wood was unusually dry.

MR. BROWN:

How do you account for the desks being so cheap in comparison with the bid made by Renwick?

MR. HARRINGTON:

I account for it because we make a specialty of furnishing desks to public buildings. We have furnished the Department of State at Washington, the Michigan State House, the New York Post Office, and others. These desks were made by good workmen, and one man could remedy all defects complained of in a day or two. The wood is much better than common, and the defects are very natural, arising from heat. There was not much profit in them. If we knew then as much as now, we would not have undertaken the work. We are in the habit of bidding on public work, and of giving close estimates. We paid one dollar a piece for locks; if we had paid but twenty-five cents there would have been no trouble. These locks are nicely adjusted. Our bill is five thousand seven hundred and forty-four dollars and forty-six cents. This includes a railing in the Senate and raising the President's desk. It is not true that Lamahan has any claim on us; he is simply our attorney, and never had the first cent's interest in it. We have agreed to pay no commissions. Our desks are under harder usage than any other furniture in

the House, and we warrant them to be what the contract calls for. Our work is all through the City Hall, and we have been frequently complimented upon it.

The committee then adjourned.

The committee met February 27th. Present, Messrs. Brown, Higgins, Harig, Hamilton, Harrison, Harcastle, Snowden, Cox and Spencer.

John L. Lawton, of Joseph Thomas & Sons, Baltimore, was sworn.

Testimony of John L. Lawton.

MR. BROWN:

What did you furnish in the building?

MR. LAWTON:

Doors, mouldings and brackets. I was notified by Frederick, and put in proposal; was not present when the bids were opened; was notified by letter.

Mr. Frederick read letter, and said we had a number of proposals, and as work developed, made separate contracts as far as we could. The first proposition was for mouldings, &c., for cornice; it amounted to three hundred and sixty-five dollars, and was dated May 15, 1877. The third proposition was accepted June 26th. We found, upon work on the roof, that the base of the dome and woodwork decayed, and it became necessary to renew capping; for this the charge was twenty-eight cents per lineal foot, amounting to fifty-three dollars and seventy-six cents. On June 8th, the second proposition was accepted. It was for window-frames, &c. The amount was one thousand four hundred and sixty-eight dollars and twenty-five cents, scattered through as we ordered them; also for mouldings, at thirteen dollars and sixty cents per hundred feet as we used it. Thomas was the

only one bid on this work. The reason for this was, we wanted it done in a great hurry, and the reputation of the house satisfied us that no advantage could be gained by competition. If Lawton was lead to believe that he had competition; it was a matter of inference on his part.

Mr. LAWTON, INTERRUPTING:

This is the first time I knew there was no competition. The amount of our bill was three thousand three hundred, or three thousand four hundred dollars. We have received five hundred dollars of this amount. The bill is now two thousand eight hundred and ninety-three dollars and sixty-nine cents.

Mr. FREDERICK:

The next estimate was on September 6th, for doors, &c.; it was seven hundred and sixty-four dollars and seventy cents. I went over this estimate in detail with Norwood, and had it reduced to five hundred dollars. The agreement is signed, Jos. Thomas & Son, per Norwood. The reduction is an actual reduction, excepting forty-eight dollars, which was for pilasters gotten out at the State House. Another proposition was received October 15th; it was for panel jambs and extra single doors and transoms. It was thirty-seven dollars for three of each. Another proposition was for lower doors and parts in the upper part of the building. Other doors were higher. They were wider double doors and cost about thirty-six dollars each, including jambs. There was a reduction of twenty-five per cent., which brought them down to twenty-seven dollars. On November 12, 1877, there was another proposition for plain doors, for closets and cellar, seven in number, including two sets of frames. The price was sixty-three dollars and fifty cents, or about nine dollars each. November 29th, another proposition was received for the walnut veneered outside doors of the vestibule and gallery, with posts, rails and gallery work complete, and amounted to one hundred and eighty-five dollars. Dec. 14th, 1877, proposition was received for chestnut doors at fourteen dollars.

Mr. Lawton testified in connection with these doors, corroborating the statement of Mr. Frederick.

Mr. Frederick read a letter dated January 15th, 1878, holding himself personally responsible and suggesting the return of these doors, and that their price be deducted from the bill.

Mr. HARDCASTLE:

Did you ever have any trouble or complaint before?

Mr. LAWTON:

No, sir. They use them in Boston. I cannot account for it; possibly it was caused by glueing two thicknesses together. The lumber was in my own yard. I never knew it to fail before.

Mr. FREDERICK:

In awarding the contracts, I told you, you could make them if filled and finished, although fourteen dollars did not include finishing by shalac and varnish. It was so accepted.

Mr. LAWTON:

I made the estimates, or Norwood for me. The prices were not always strong. I thought there was competition, because I lost some of the jobs bid on. I was not present at the bids for lower work given out. If the doors have drawn apart, it has not been for want of good material and workmanship. I will warrant everything except the chestnut doors. Anything would warp when subjected to the heat and dampness in this building. I took especial pains with all the work.

Mr. BROWN:

Was all the wood-work thoroughly seasoned?

Mr. LAWTON:

Yes, sir. All the moulded work, the sawed work used in the construction of the building, the frames, doors, sashes, outside shutters and all the usual joiners work.

Mr. FREDERICK:

Some of the frames were made here.

Mr. LAWTON:

I aim to have everything first-class; it would not make a particle of difference if it was private work. I put it down

as low as possible and expected that it went into competition. I do not expect to pay any commission. I have never had a hint to that effect. I don't know of any person receiving any commission. I have been working for Frederick ever since he has been in business. I never allowed him a cent for anything. It is not customary to pay architects. I have lost contracts many a time because I would not do it. It is something I am decidedly opposed to. I never lost any work from Frederick on this account. I expected to get my money as soon as my work was completed. We have been in business forty odd years. I have been there since I was a boy of thirteen years.

MR. BROWN:

On the whole of the proposals, do you consider the estimates as low as for a private party; that is fair, estimates?

MR. LAWTON:

Yes, sir.

Mr. Frederick stated that in connection with the work in the Court of Appeals, he received estimates from Thomas and Knipp for cases and bench. It was dated September 21st. Thomas' bid was two hundred and ninety-five dollars; Knipp's, two hundred and eighty-three dollars, not including fit. Knipp got the work. Drawings were made for the work and furnished to both persons. On the 9th of October the Court notified me that another case was necessary. Knipp made it for eighty-three dollars—making them all equal. On the 1st of October I received propositions for counter, desk-rail and bench in Court of Appeals, from Thomas, at seven hundred and sixteen dollars, and from Knipp at four hundred and eight dollars. The drawings were the same. On October 8th it was desired that a change should be made. The additional charge for the change and round corners on the counter was twenty-five dollars. On October 5th I received propositions from Thomas and Knipp for three cases, running the length of the wall, in the clerk's and consultation rooms—from Thomas, in walnut, one thousand four hundred and four dollars; in pine, one hundred and ninety-five dollars. If

the latter was used the painting and graining would cost at least two hundred dollars. Knipp's bid was one thousand and eighty-nine dollars, in walnut. He got the work.

MR. SNOWDEN:

It was then clearly a necessary matter to get the walnut?

MR. FREDERICK:

Yes, sir. There were no other bids for that work. The Court of Appeals was finished December 1st, but they objected to coming into the building while the hammering was going on.

MR. LAWTON:

I was perfectly satisfied with the manner of awarding the bids. I had every confidence in Mr. Frederick.

TO A QUESTION BY MR. BROWN:

It is not customary to be present when bids are opened.

John C. Knipp being sworn, said:

Testimony of John C. Knipp.

We put in bids for furniture in House of Delegates, Senate, Court of Appeals, Senate Post-Office, President and Speaker's rooms, and Committee rooms. I was present when the bids were opened; mine was next to the lowest. My bids for desks in the House of Delegates, was twenty-two dollars and fifty cents. Harrington & Mills' was sixteen dollars. I think they are the cheapest desks I ever saw made. I would not undertake to furnish them, for the price.

IN REPLY TO MR. HARDCASTLE:

We put such articles together by doweling, morticing and glueing. I would not put dowel in morticed joint; I would simply glue it. I was satisfied with the awarding of the contract to Harrington & Mills, when they went into competition with us. I have not noticed any shrinkage. I know, by experience, that first-class wood, well seasoned, is liable to shrink. I never allowed any commission, nor received any proposition to that effect. I am not in the habit of paying architects. I never paid any money to Frederick.

QUESTION:

Were you satisfied the award of the contracts was fair?

ANSWER:

I know it.

Wendell Bollman, of the Patapsco Bridge and Iron Works, sworn: