

State Department.  
Annapolis 8<sup>th</sup> May 1848.

Gentlemen.

I have received by the mail of this day your letter of the 5<sup>th</sup> ult requesting me to appoint certain persons therein named, to view and examine the Fredericks and Emmittsburg Turnpike and report the same has been completed according to contract &c.

By reference to the Act of 1844 chap 136 sec 11. find that the "President and Directors and Managers" are required as soon as the road is completed for any distance from either end not less than five miles, to give notice to the Governor, who is thereupon to appoint three skilful and judicious persons to view and examine the same and report to him in writing &c.

Until the notice is given to the Executive according to the provisions of the Act of Assembly above referred to, which notice, I think should state the distance already finished, I do not feel at liberty to make the appointment requested by you. As soon as the law is complied with by the Company, I will promptly make the appointment.

I am very respectfully  
Your obt servant  
Philip F. Thomas

Messrs Fitzhugh & Serpell.

State Department  
Annapolis 11<sup>th</sup> May 1848.

Sir.

The claim of R. Barry Long for a balance due for his services in superintending the building of the New State Tobacco Warehouse assigned to Mr Josiah Lee, has remained unsettled for a much longer time than I intended, or it should have been done, had the matter been entirely within my own control.

Soon after the account was received, I wrote to you stating that I could not lay my hands on any contract between the State and Mr Long, and that as the books of the Treasury showed a much larger amount paid than was credited on the account, I did not feel at liberty to make further payment without some satisfactory explanation. On the first of April I received a letter from Mr Long, in which he states, that the agreement for his services was verbal and made between himself and the Attorney General by direction of Gov Pratt - that by its terms, he was to receive the sum of \$350. for the plans and specifications which had been already prepared, and on which the contract with Devere was about to be closed; and for the superintendence of the work the sum of \$1000. Mr Long, however, claims the sum of \$150 for certain working drawings and details, independently of the original plans and for which he should have been called upon had there been another person acting as superintendent.

Immediately upon the receipt of this letter, I enclosed it together with the account and an extract from the books of the Treasury showing the payments made to Mr Long to the Attorney General, and requested him to inform me at his earliest convenience, whether his recollections of the terms of the contract corresponded with the statement of Mr Long, and especially, whether it was