

for Camp, but that he was sent for by the deponent's brother, Washington Tuck; that he, this deponent, never would have received the order in part for Dolls. 1700 of the 12th Dec. 1807, but that he wished himself to pay those whom he thought ought to be paid, and that he wanted money for that purpose; that in presenting his account for settlement he does not recollect himself having produced to the council any bills or vouchers for particular charges specified in it, nor was it required of him; that he has never before seen Mr. Crook's valuation; that the difference between that valuation and his account, as it regards the desks, is owing to considering as one desk the space allowed for four members to set at; and that Crook has considered the desks as separate in others two, screwed together, so as to give them their present appearance, and this occasions the difference in the manner of charging between Crook and himself; that the desks were all fixed up as they now stand when Mr. Crook valued them; that Crook, although the manner of specifying the charges is different, included in his valuation the whole of the work in desks which is charged in this deponent's account; that Crook's valuation also includes the charge for furnishing the room with chairs, which were all standing as they now do at the time of the valuation; that the bill of Dolls. 94 7 charged in this deponent's account as paid to Lewis Duvall, Esq. (the original of which this deponent now produces) was not exhibited to the council at the time his account was laid before them; that as to the charge of Dolls. 850 for raising the floor, when he told the council, or certain members of them, that it was a lumping charge, intended for the purpose already stated; that he did not point out to them any other items of the work as being undercharged, but that as they had required a specific account of him, the charge of Dolls. 850 was intended to make up the aggregate amount of his claim, as it had been at first presented; that with respect to the charges mentioned in the explanation which Mr. Camp in his letter to Washington Tuck of the 8th of April, 1808, states that he wished to be signed by Mr. Crook together with himself, and to be annexed to their valuation; that those charges, spoken of by Mr. Camp, as said by the Messrs. Tucks to have been omitted in their account, to wit: for glazing, plastering and scaffolding, brass for lamps, expenses in going to Washington and Baltimore for materials and furniture, are reckoned under the following items mentioned in this deponent's account, viz.

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| Painting and glazing, | Dolls. 13 60 |
| For plastering 21 dollars, scaffolding 4 dollars, brass for lamps, as per M ^r Parlin's bill, 6 dollars, | 31 00 |
| Expenses going to Washington, | 15 00 |
| Ditto to Baltimore, for chairs, | 24 50 |
| Ditto for procuring inkstands and sandboxes, | 15 00 |
| | <hr/> |
| | Dollars 99 30 |

And that as to the remaining expenses mentioned in the said explanation, this deponent never made out or stated to the council any estimate of the additional expenses on account of alterations which took place after the work commenced, nor can this deponent now state particularly the probable amount of said additional expenses, and that this deponent always considered himself ill treated by the conduct of the executive towards him in this affair, and had so declared himself publicly before his account was finally settled.

(A true Copy. S. Lowdermilk, clk.)

(B.)

WASHINGTON TUCK, being duly sworn, deposeth and saith, that soon after the dispute between the Council and his Brother, and about three weeks after the date (March 4th, 1808.) of his brother's letter to the executive, he went before the council himself: That the charge of 850 dollars for raising the floor, was the only one objected to by the council, and that he stated to them that the charge laid on the floor was the only one which could be laid to compensate generally for the other disadvantages of the work; and this deponent states, that the plan being arranged and settled, the whole job could now be done 400 dollars cheaper than it then was, as the patterns of the work are now understood: That this deponent was sent for by the council about six or seven weeks after his first interview, or about the latter end of May or the first of June, and that he then made the same explanation to them which is now given: That the executive did not then say whether they were satisfied or not with his explanation; that he also told them, although the intention of his brother and himself was to make any repairs, if any of the work, such as gluing and other work of that kind gave way, yet they would not agree to admit that as a condition in the order for paying their claim: That in conversation with one of the council, Mr. Duvall, this deponent had two or three times urged the payment of the account, and once declared, that unless it was paid, they might be obliged to take the benefit of the insolvent law; and that this deponent had before and always believed Mr. Duvall to be in favour of passing their claim: That the bill charged in their account for 94 ⁷/₁₀₀ dollars, was the one for articles furnished by Mr. Duvall, in doing the said work, and that there was no other account, except a private one of about 200 dollars, between the deponent and Mr. Duvall: That this deponent refused to shew Mr. Duvall, as one of the council, the different bills of the expenses of the work, but sometime before the order of the 23d June, for 758 dollars, he shewed the said bills to Mr. Duvall, and that he satisfied Mr. Duvall of the propriety of the account: That this deponent never had any other conversation with the members of the council on this subject, or with any other person on their behalf: That this deponent