

site amount in London to cover the draft at maturity. The drafts continued to increase until the condition of the bills and of the sterling bonds with which they were accompanied became a matter of notoriety—under these circumstances the probability that the bonds might be ultimately sacrificed at the maturity of the bills, became too apparent to justify an expectation that any portion of the bonds of the Rail Road Company could be sold at the limits I had prescribed.

“In this state of things, from an earnest wish as far as possible to guard against the consequences which it was feared might ensue, further efforts were made with the co-operation of the agent of the canal company to induce Messrs. Baring, Brothers & Co. to interpose, in order to obtain such controul over all the bonds of the State as should prevent the sacrifice of any part, and at the same time to prevent as far as possible, any delay in the sales of those embraced by my arrangement. Owing to difficulties not in my power to obviate, and particularly to the increased amount of bills which had been brought by the British Queen, this purpose was not accomplished at the time of my departure from London. In a letter subsequently received from Messrs. Baring, Brothers & Co., under date 23d November last, I learn “that with a view to prevent the great depression that must inevitably have followed the forced sales of Maryland stock by Mr. Peabody, to meet the bills now under protest for non-acceptance, that House have made an agreement with him which places the sales of Maryland stock entirely under their controul,”

*Second.* To the second interrogatory he answers, that he can only state it as his belief that if it had been practicable to have placed the bonds belonging to the companies under the controul of Baring, Brothers & Co., the whole might have been disposed of in due time at a rate not less than 85 per cent; but the nett proceeds which might have been realized thereby, in current money in the city of Baltimore being dependent upon the current rate of exchange and other contingencies, he cannot answer the last paragraph in this interrogatory.

*Third.* To the third interrogatory he answers—that when last in England he had repeated conversations with Mr. Peabody relative to the State bonds transmitted to him by the President of the Chesapeake and Ohio Canal Company, and the drafts drawn upon him for money; but as Mr. Peabody at the same time informed the deponent that the representations then