

land in the autumn of the same year, the board proceeded to take the necessary measures to procure the iron rails.

"The cost of the entire graduation, masonry and bridging, and also of most of the materials for the structure having been defrayed by the subscription of the city, without the aid of the State bonds, this proceeding was deemed the more imperative in order to avoid the loss of interest upon the capital expended in the graduation and bridging, and the delapidation in the work which would unavoidably result from leaving it in an unfinished state.

"The total quantity of iron required to finish the work to Cumberland is eight thousand and fourteen tons, for which, under the direction of the company, the Messrs. Barrings contracted in England at the low rate of £8. 5s. per ton, amounting in the whole to the sum of £66,115 10, or \$330,577 50.

"According to the company's directions, four thousand tons were deliverable in given quantities monthly from July to the autumn inclusive of 1841, and to be paid for upon a credit of six months from the time of delivery in England. After the supply of the above four thousand tons, the delivery was to be suspended until the month of March 1842, when it was to re-commence and continue at the rate of eight hundred tons per month until the remaining four thousand fourteen tons should be delivered.

"Simultaneously with the order authorising a contract for the iron rails, the board proposed to the Messrs. Baring, that in lieu of the right of the company under the original arrangement with that house to require monthly advances of £10,000 until the whole amount of the bonds should be sold, the advances should be limited to a sum not exceeding in the whole £80,000, or \$400,000; and that under this new modification if it should become necessary to make any advance in payment of the iron, the Messrs. Baring would not insist upon selling the bonds below the company's limits to cover the advances, or that they would allow a longer credit than that stipulated in the original arrangement.

"Under these directions, the Messrs. Baring, made the contract upon the terms already stated, and in their letter of advice upon the subject, they state that "although they reserve to themselves the right of disposing of the bonds of the company, for the purpose of covering their advances, it is not their intention to force them on the market and make sales prejudicial to the interest of the company." "It is always our rule" they observe, under similar circumstances to the present, to retain that privilege, and it is more on that account that we are now unwilling to relinquish it." And in other communications they reiterate the same sentiments, and give the fullest assurance of their "anxious desire to do the best for the interests of the company, as well as to support the character of the State."

"By these arrangements, therefore, the company suppose their right to ask advances from the Messrs. Baring upon the State bonds cannot exceed in the whole the sum of £80,000, and entertain no expectation, unless the credit of the State should be